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<i>Mitchell E. Danie</i> Governor	VRF#: UC	61202	Michigan	Playa	១លក្	ıp	
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Mr. John	Mundell				-140		j

100 North Senate Avenue Indianapolis, Indiana 46204 (317) 232-8603 (800) 451-6027 www.IN.gov/idem

Mundell & Associates, Inc.

429 East Vermont Street, Suite 200

Indianapolis, IN 46202

Re:

Voluntary Remediation Agreement

Michigan Plaza

3801-3823 West Michigan Street

Indianapolis, Indiana VRP #6061202

Dear Mr. Mundell:

Please find enclosed a copy of the Voluntary Remediation Agreement (VRA) for the Michigan Plaza site in Indianapolis, Indiana. The VRA has been signed by the Deputy Assistant Commissioner of the Office of Land Quality.

IDEM is prepared to begin review of any site related documents associated with the implementation of the VRA. Please refer to IDEM's Technical Resource Guidance Document, which provides information on how to use the IDEM Risk Integrated System of Closure within the authority of IDEM's remediation programs. Documents should be prepared in accordance with the general report outline formats provided in Appendix 1 of IDEM's RISC User's Guide. Close adherence with this reporting format will expedite IDEM's review of reports submitted for this project. Both the RISC Technical Resource Guide and User's Guide are available online at http://www.in.gov/idem/programs/land/risc/index.html.

Please be advised that Section VII of the VRA requires that a Remediation Work Plan be submitted for review within 180 days of the execution date of the document.

If you have any questions please contact me at (317) 233-2991, 1-800-451-6027, or by e-mail at ebrittai@idem.in.gov.

Sincerely,

Erin Brittain, Project Manager Voluntary Remediation Program

Erin Bri Hain

Office of Land Quality

Enclosure: Voluntary Remediation Agreement

cc: Richard Harris, VRP Section Chief

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Mitchell E. Daniels, Jr. Governor

Thomas W. Easterly Commissioner

100 North Senate Avenue Indianapolis, Indiana 46204 (317) 232-8603 (800) 451-6027 www.IN.gov/idem

April 25, 2007

The Honorable Bart Peterson Mayor of the City of Indianapolis 2501 City-County Building 200 East Washington Street Indianapolis, IN 46204

> Voluntary Remediation Project Re:

> > Michigan Plaza

3801-3823 West Michigan Street

Indianapolis, Indiana VRP #6061202

Dear Mayor Peterson:

In an effort to communicate to your office information which may be of interest, this office is notifying you that IDEM's Voluntary Remediation Program (VRP) has accepted an application for a voluntary remediation project in your city. The site is known as the Michigan Plaza site and is located at 3801-3823 West Michigan Street, Indianapolis, Indiana.

A copy of the application, and all information currently available, is available for public review at the IDEM combined file room located at:

> Indiana Department of Environmental Management Office of Land Quality File Room 100 North Senate Avenue, 12th floor Indianapolis, Indiana 46206-6015

If you have any questions, please contact me at (317) 233-2991, (800) 451-6027, or at ebrittai@idem.in.gov. You may also contact me in writing at:

> Erin Brittain, Project Manager **IDEM Voluntary Remediation Program** MC66-30V IGCN 1101 Indianapolis, Indiana 46204-2251

> > Sincerely,

Erin Brittain, Project Manager Voluntary Remediation Program

Erin Britain

Office of Land Quality



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Mitchell E. Daniels, Jr. Governor

Thomas W. Easterly Commissioner

100 North Senate Avenue Indianapolis, Indiana 46204 (317) 232-8603 (800) 451-6027 www.IN.gov/idem

April 25, 2007

Dr. Virginia Caine Marion County Health Department 3838 North Rural Street Indianapolis, IN 46205

Re:

Voluntary Remediation Project

Michigan Plaza

3801-3823 West Michigan Street

Indianapolis, Indiana VRP #6061202

Dear Dr. Caine:

In an effort to communicate to your office information which may be of interest, this office is notifying you that IDEM's Voluntary Remediation Program (VRP) has accepted an application for a voluntary remediation project in your county. The site is known as the Michigan Plaza site and is located at 3801-3823 West Michigan Street, Indianapolis, Indiana.

A copy of the application, and all information currently available, is available for public review at the IDEM combined file room located at:

> Indiana Department of Environmental Management Office of Land Quality File Room 100 North Senate Avenue, 12th floor Indianapolis, IN 46206-6015

If you have any questions, please contact me at (317) 233-2991, (800) 451-6027, or at ebrittai@idem.in.gov. You may also contact me in writing at:

> Erin Brittain IDEM Voluntary Remediation Program 100 North Senate Avenue MC66-30V IGCN 1101 Indianapolis, Indiana 46204-2251

> > Sincerely,

Erin Brittain, Project Manager Voluntary Remediation Program

Erin Bri Hain

Office of Land Quality

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Mitchell E. Daniels, 3
Governor

Thomas W. Easterly
Commissioner

IDEM Office of Land Quality - Fileroom Stamp VRP Project Name: Huchigan Plaza	Inc
VRPH: 1061202 File Code: 100 Description: Application acceptance	(3 (80 w)
Confidence Yes X No.	"
Deliberative? Yes No.	1, 2007

100 North Senate Avenue Indianapolis, Indiana 46204 (317) 232-8603 (800) 451-6027 www.IN.gov/idem

John Mundell Mundell & Associates, Inc. 429 East Vermont Street, Suite 200 Indianapolis, IN 46202

> Re: Application Acceptance Michigan Plaza 3801-3823 W. Michigan Street Indianapolis, Indiana VRP # 6061202

Dear Mr. Mundell:

The Indiana Department of Environmental Management (IDEM) has reviewed the application submitted by AIMCO Michigan Meadows Holdings LLC (AIMCO) to participate in the Voluntary Remediation Program (VRP) for the above referenced site. The VRP site identification number for this project is 6061202. Please reference this number in all future correspondence.

As you know, the Michigan Plaza site is currently under the oversight of IDEM's State Cleanup Program pursuant to IC 13-25-4. In previous meetings and correspondence with AIMCO, the State Cleanup Program identified further site investigation that is necessary to adequately characterize the nature and extent of the chlorocarbon contamination at the Michigan Plaza site. Specific details of the required investigation were provided to AIMCO in a comment letter from IDEM dated December 19, 2006.

IDEM is hereby approving AIMCO's application to participate in the VRP on the condition that AIMCO addresses the issues raised in IDEM's December 19, 2006 comment letter and pursue appropriate remedial responses. Please be aware that IDEM's expectations of AIMCO will be the same in the VRP as in the State Cleanup Program. Failure to adequately address the issues raised in the December 19th comment letter and provide appropriate remedial responses will result in the termination of AIMCO's participation in VRP and the referral of the Michigan Plaza project back to the State Cleanup Program for appropriate action.

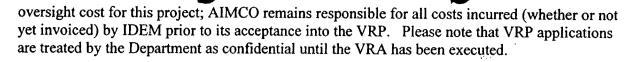
The VRP will send you a Voluntary Remediation Agreement (VRA) for this site soon, which will include provisions requiring that all items in the December 19th comment letter be addressed as set forth in the letter. The VRA will also include an estimate of the VRP's estimated

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If you have any questions, feel free to contact me at (317) 234-0966. This VRP project has been assigned to Erin Brittain, who is also the project manager assigned to the Allison Plant 10/Genuine Parts VRP project. Erin can be reached at (317) 233-2991 or at ebrittai@idem.in.gov.

cc: Barb Lollar, IDEM

Richard Harris, IDEM

Sincerely,

Richard Harris, Section Chief Voluntary Remediation Program

Office of Land Quality

Voluntary Remediation Agreement Relating to Michigan Plaza

AIMCO Michigan Meadows Holdin	igs LLC)
Denver, CO	IDEM Office of Land Quality - Fileroom Stamp
Applicant	VRP Project Name: Michigan Plaza VRP#: 1006/202 File Code: 200
Voluntary Remediation at:	Description: VRA
Michigan Plaza) Confidential You No
Indianapolis, IN 46202) Deliberative? Yes × No
IDEM Project #6061202	
Proceeding under)
the Environmental)
Management Act)
(Indiana Code 13-25-5))

I. INTRODUCTION

1. The Indiana Department of Environmental Management ("IDEM"), by its Commissioner or his or her designee ("Commissioner"), and AIMCO Michigan Meadows Holdings LLC ("Applicant"), hereby enter into this Voluntary Remediation Agreement ("Agreement"), pursuant to IC § 13-25-5-8, for the purpose of remediating the release of hazardous substances or petroleum at Michigan Plaza, Indianapolis, Marion County, Indiana.

II. JURISDICTION

- 2. This Agreement is entered into by and between Applicant and IDEM, by its Commissioner, pursuant to IC § 13-25-5-8, hereafter collectively referred to as the "Parties."
- The Parties agree to the following terms and conditions concerning the completion of the investigation and remediation of hazardous substances and or petroleum at the Site, including the evaluation and implementation of the Voluntary Remediation Work Plan ("Remediation Work Plan"); Applicant also agrees to waive its rights to administrative and judicial review of the binding effect and enforceability of the Agreement and to not contest the jurisdiction of IDEM to enter into this Agreement. However, the Applicant reserves all rights it may have under common law, Indiana law, and federal law to seek contribution or indemnity from others not signatories to this Agreement.
 - 4. By entering into this Agreement, the Applicant neither admits nor denies liability.





III. STATEMENT OF ELIGIBILITY

- 5. The Commissioner has determined that the application submitted by Applicant is complete and that Applicant is eligible to participate in the Voluntary Remediation Program ("VRP") established under IC 13-25-5. However, Applicant's participation in the VRP is conditioned on the Applicant's satisfactory response to the issues raised in IDEM's letter of December 20, 2006, to Mr. Stephen Evanoff (a copy of which is incorporated herein and included as Attachment A), and upon an appropriate and timely response action to address hazardous substances at the site. If IDEM determines that Applicant is not taking appropriate or timely action, IDEM may terminate this agreement and Applicant's participation in the VRP. Neither the Commissioner's determination of eligibility nor the entry into this Agreement precludes any finding by the Commissioner at a later date that the Site poses an imminent and substantial threat to human health or the environment within the meaning of IC 13-25-5. In addition, if it is determined that Applicant withheld or misrepresented information that would be relevant to the Applicant's eligibility, IDEM may terminate this Agreement and Applicant's participation in the VRP.
- 6. If it is determined that Applicant is eligible for the Indiana Underground Petroleum Storage Tank Excess Liability Trust Fund (ELTF) pursuant to IC 13-23 and all applicable rules, Applicant may apply for reimbursement of the costs of the remediation required by this Agreement. However, Applicant expressly waives the right to claim reimbursement for costs paid to IDEM as Administrative Costs, as described in Section XIX, and for the application fee as provided in IC § 13-25-5-2. IDEM's approval of the Remediation Work Plan does not guarantee that the Applicant or the proposed remedial actions are eligible for reimbursement from the ELTF and does not constitute approval of costs under IC 13-23-9-2. Those sites that are eligible and intend to seek reimbursement from the ELTF are encouraged to consult with the ELTF Program prior to the implementation of the Remediation Work Plan to determine if the proposed remedial actions and RWP satisfies the reimbursement and reporting requirements as set forth under IC 13-23-8-4.
- 7. Applicant shall comply with all applicable Indiana and federal requirements for corrective action. For purposes of determining compliance with applicable Indiana and federal requirements for Leaking Underground Storage Tank ("LUST") remediation and for determining eligibility for the ELTF, IDEM will evaluate the Remediation Work Plan for consistency with guidance applicable to the LUST Program and ELTF. Applicant shall notify the IDEM Project Manager if this evaluation is desired.

IV. PARTIES BOUND

8. This Agreement shall apply to and be binding upon the Applicant, its officers, directors, principals, employees, agents, successors, subsidiaries, and assigns, and upon IDEM, its employees, agents and successors. The signatories to this Agreement certify that they are fully authorized to execute this Agreement and legally bind the Parties they represent. No change in ownership, corporate, or partnership status of the Applicant shall in any way alter its status or responsibilities under this Agreement unless Applicant or IDEM withdraws from this Agreement.

9. The Applicant shall provide a copy of this Agreement to any subsequent owners or successors before ownership rights are transferred. The Applicant shall provide a copy of this Agreement to all contractors, sub-contractors, laboratories, and consultants that are retained to conduct any work performed under this Agreement, within fourteen (14) days after the effective date of this Agreement or within fourteen (14) days of the date of retaining their services.

V. DEFINITIONS

- 10. "Commissioner" shall mean the Commissioner of IDEM or her or his designee.
- 11. "Day" shall be defined as the 24-hour period from 12:00 A.M. up to but not including 12:00 A.M.
- 12. "Site" shall be used in the manner as defined by IC § 13-11-2-203(a) and includes the legal description of the facility located at 3801-3823 West Michigan Street, Indianapolis, Marion County, Indiana.
- 13. All other terms contained in this Agreement shall be used in the manner as defined by IC 13-11-2.

VI. STATEMENT OF PURPOSE

- 14. This Agreement sets forth the terms and conditions of Applicant's investigation and remediation of the Site, including the evaluation and implementation of a Remediation Work Plan to be proposed by the Applicant for the remediation of the release or threatened release of petroleum or hazardous substances from the Site.
- 15. The activities conducted by the Applicant under this Agreement are subject to approval by IDEM. Applicant shall satisfactorily address all issues raised in IDEM's December 20, 2006, comment letter and provide all necessary information for a Remediation Work Plan for the Site. The activities conducted by the Applicant shall be consistent with this Agreement (including Attachment A), all applicable laws and regulations, and appropriate guidance documents as described in Paragraph 16. Applicant shall employ sound scientific, engineering, and construction practices.

VII. WORK TO BE PERFORMED

16. All work to be performed by the Applicant pursuant to this Agreement shall be performed under the direction and supervision of qualified person(s) with expertise in hazardous substance or petroleum site investigation and remediation. This individual may or may not be designated by Applicant as Applicant's Project Manager in Paragraph 24. Prior to the initiation of Site work, at IDEMs request, the Applicant shall notify IDEM, in writing, regarding the name, title, and qualifications of such qualified person and of any contractors and/or subcontractors to be used in carrying out the terms of this Agreement. All work performed and all documents submitted shall be in accordance with all VRP guidance documents available and in effect as of the Effective Date of this Agreement, including IDEM's Risk-Integrated System of Closure non-rule policy document

(Waste-0046-NPD, 24 Ind. Reg. 1986 (2001)). The Applicant may supplement this guidance with guidance or other documents approved by VRP. Guidance documents identified in this Agreement are named for the convenience of the Applicant; the failure to specify a specific guidance document in this Agreement shall not be construed as a limitation on the applicability of a guidance document.

- 17. Applicant may, at Applicant's discretion, submit to IDEM an Investigation Work Plan detailing the investigation of the nature and extent of the contamination at the Site. The Investigation Work Plan, including the Investigation Work Plan format, shall be developed in accordance with the guidance documents specified in Paragraph 16.
 - (a) The Investigation Work Plan shall include the following project plans: (1) a quality assurance project plan; (2) a sampling and analysis plan; (3) a health and safety plan; (4) a schedule for implementation of all tasks set forth in the Investigation Work Plan; and (5) a data management plan.
 - (b) IDEM may require Applicant to submit additional or corrected information pursuant to IC § 13-25-5-9(b).
 - (c) The Investigation Work Plan shall be subject to review and evaluation for technical sufficiency by IDEM within approximately sixty (60) days of receipt. IDEM's failure to act on the Investigation Work Plan shall not constitute IDEM's acceptance of the Investigation Work Plan. Acceptance of the Investigation Work Plan by the IDEM Project Manager shall not preclude IDEM from requiring further investigation before final approval of the Remediation Work Plan is given.
- The Applicant shall submit a Remediation Work Plan not later than one hundred 18. eighty (180) days after the date this Agreement is executed, or longer if an extension is agreed to by the Parties. If Applicant fails to submit the Remediation Work Plan within that period, the Agreement is voidable at the discretion of IDEM. If IDEM determines the Agreement is void, all protection provided under IC § 13-25-5-18(e) is extinguished. In the event this Agreement is voided, the Applicant shall remain responsible to IDEM under Section XIX (Administrative Costs). The Remediation Work Plan must specify the objectives for the remediation of hazardous substances or petroleum that are based on: background levels of hazardous substances and petroleum that occur naturally on the Site; or, an assessment of the risks posed by the hazardous substances and petroleum, taking into consideration the expected future use of the Site and measurable risks to human health, natural resources, or the environment. Risk based objectives shall be based on one of the following: 1) levels of hazardous substances and petroleum calculated by IDEM using standard equations and default values for that particular contaminant; 2) levels of hazardous substances and petroleum calculated using site specific data for the default values in IDEM's standard equations; or, 3) levels of hazardous substances and petroleum developed based on site specific risk assessments that take into account site specific factors. The Remediation Work Plan, including the Remediation Work Plan format, shall be developed in accordance with the guidance documents specified in Paragraph 16.
- 19. The Remediation Work Plan shall include: (1) a detailed description of the investigation conducted by the Applicant in preparing the Remediation Work Plan and a description

of the work performed by the Applicant to determine the nature and extent of the actual or threatened release; (2) a proposed statement of work to accomplish the remediation in accordance with guidelines established by the department; and (3) the following project plans: (a) a quality assurance project plan, (b) a sampling and analysis plan, (c) a health and safety plan, (d) a community relations plan, (e) a schedule for implementation of all tasks set forth in the Remediation Work Plan, and (f) a data management plan. The Remediation Work Plan shall specify the land use restrictions assumed in developing the Remediation Work Plan and shall identify the institutional, engineering, or other controls that will be used to restrict land use at the Site. The community relations plan shall be consistent with the *Voluntary Remediation Program Community Relations Plan* non-rule policy document, (WASTE-0049-NPD, 24 Ind. Reg. 2598 (2001)).

- 20. IDEM may request Applicant to submit additional or corrected information pursuant to IC § 13-25-5-9(b). The Applicant may comply with the request or withdraw the proposed plan from consideration.
- 21. The Remediation Work Plan shall be subject to review and evaluation by IDEM pursuant to IC § 13-25-5-9(a) for approximately sixty (60) days after receipt of the Remediation Work Plan. IDEM's failure to act on the Remediation Work Plan shall not constitute IDEM's acceptance of the Remediation Work Plan. Additionally, IDEM may request the applicant to supply additional information or corrected information pursuant to IC § 13-25-5-9(b). This time period shall not include the time required for public comment under IC § 13-25-5-11.
- 22. The Commissioner shall make a determination concerning the approval, modification and approval, or rejection of the Remediation Work Plan following the 30-day public comment period provided for in IC13-25-5-11.
- 23. If the Applicant desires to proceed with the implementation of the approved Remediation Work Plan, the Applicant must notify IDEM in writing not more than sixty (60) days after the Remediation Work Plan is approved. After providing such notice, the Applicant shall initiate the work detailed in the Remediation Work Plan according to the schedule as set forth in the Remediation Work Plan. Upon IDEM's receipt of notice that the Applicant intends to proceed, the fully approved Remediation Work Plan shall be deemed incorporated into and made an enforceable part of this Agreement.

VIII. ADDRESSES FOR ALL CORRESPONDENCE

24. Documents, including reports, approvals, notifications, disapprovals, and other correspondence, to be submitted under this Agreement, may be sent by U.S. First Class mail, hand delivery, overnight mail, or by courier service to the following addresses or to such addresses as the Applicant or IDEM may designate in writing.

Documents to be submitted to IDEM shall be sent to:

120

Ms. Erin Brittain, Project Manager Voluntary Remediation Program MC 66-30V IGCN 1101 Indianapolis, Indiana 46204-2251 (317) 233-2991

Documents to be submitted to the Applicant shall be sent to:

Mr. John Mundell Mundell & Associates, Inc. 429 East Vermont Street, Suite 200 Indianapolis, IN 46202

IX. COMPLIANCE WITH APPLICABLE LAWS

- 25. All work undertaken by the Applicant pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, all Occupational Safety and Health Administration, Department of Transportation, and Resource Conservation and Recovery Act regulations. In the event of a conflict in the application of federal, state, or local laws, ordinances, or regulations, the Applicant shall comply with the more/most stringent of such laws, ordinances, or regulations, unless provided otherwise in writing by IDEM.
- of a VRP cleanup that is conducted entirely at the site of the release or threatened release. If the Applicant wishes to utilize this permit waiver, Applicant shall identify in the Remediation Work Plan the specific permit(s) and applicable law(s) that the Applicant is seeking to be waived. Applicant agrees to satisfy all applicable requirements imposed upon any activity that would require a permit but for IC 13-25-4-26, unless otherwise authorized by IDEM in its discretion. If the Applicant undertakes an activity for which a permit is required without first obtaining a valid permit, the Applicant shall be subject to appropriate IDEM enforcement action notwithstanding IC 13-25-4-26, unless the Commissioner has approved a Remediation Work Plan that identifies the applicable permit requirements for that activity. Where it is determined that a permit is otherwise required under law, Applicant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. The Applicant shall be responsible for obtaining all necessary permits.
- Nothing in IC 13-25-5 relieves Applicant of its obligations or responsibilities under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., including, but not limited to, the duty to meet any permit conditions, financial responsibility, closure, post-closure or corrective action, regardless of whether the Remediation Work Plan addressed the contaminants or property at issue.

- 28. Nothing in this Agreement, the Certificate of Completion, or the Covenant Not To Sue shall be construed to relieve the Applicant of any natural resource damage liability arising from contaminants, even if addressed by the Remediation Work Plan, including under the following authorities: 42 U.S.C. § 9601 et seq. (CERCLA), 33 U.S.C. § 2701 et seq., IC § 13-25-4-8, or any common law theories of public trust doctrine in Indiana. Applicant agrees that the period from the Effective Date of this Agreement until the Agreement is terminated or satisfied shall toll all statutes of limitations applicable to the contaminants addressed by the Remediation Work Plan.
- 29. A Certificate of Completion and Covenant Not To Sue issued under Section XXV (Termination and Satisfaction) shall not release Applicant from liability for claims for natural resources damages. Applicant may devise and carry out a plan for restoration, rehabilitation, replacement, or acquisition of equivalent natural resources or pay to the State the value of the natural resources, as determined by the Natural Resource Trustees. The plan may be developed and implemented as part of the Remediation Work Plan. If Applicant wishes to address natural resource damages in the Remediation Work Plan, Applicant shall so indicate in the notice to the State and Federal Natural Resources Trustees per Section X (Interagency Coordination).
- 30. After receiving notice of Applicant's desire to address natural resource damages, the Natural Resources Trustees may perform a pre-assessment screen for injury to, destruction of, or loss of natural resources. The Applicant expressly agrees to reimburse IDEM for any and all costs incurred by either IDEM or the Indiana Department of Natural Resources in performing the pre-assessment screen. The Applicant will perform the assessment of damages based on the pre-assessment screen. This Agreement and the Covenant Not To Sue issued hereunder do not alter the liability of Applicant or any other person to the federal government for claims of natural resource damages under any federal law.

X. INTERAGENCY COORDINATION

- 31. The following agencies may have an interest in the Remediation Work Plan because of concurrent jurisdiction over the Site:
 - Indiana Department of Natural Resources
 Executive Office Room 256

 402 W. Washington, Indianapolis, IN 46204
 Attn: John M. Davis

Phone: (317) 232-4025 Fax: (317) 233-4579

 Indiana State Department of Health Epidemiology Resource Center
 3-D
 N. Meridian St. Indianapolis, IN 46204 3. Department of Homeland Security
Fire Code Enforcement, Fire & Building Safety
Rm E-241
402 W. Washington St.
Indianapolis, IN 46204
Phone: (317) 232-2222

Phone: (317) 232-222 Fax: (317) 233-0307

U.S. Department of Interior
 Fish & Wildlife Service
 Bloomington Ecological Services Field Office
 620 South Walker Street
 Bloomington, Indiana 47403-2102
 Telephone: (812) 334-4261

Fax: (812) 334-4273

Remediation Work Plan by sending them a copy of the Remediation Work Plan Executive Summary, a Site map, and the names of the Project Managers for IDEM and Applicant. Any of the above named agencies that wish to review the Remediation Work Plan shall be given an opportunity by IDEM to comment during the time that IDEM is reviewing the Remediation Work Plan. IDEM shall consider any comments from state agencies that are received at least thirty (30) days prior to the deadline established in this Agreement for approval or rejection of the Remediation Work Plan. If Applicant wishes to address natural resource damages in the Remediation Work Plan, Applicant shall so notify the State and Federal Natural Resources Trustees within thirty (30) days of the Effective Date of this Agreement.

XI. DESIGNATED PROJECT MANAGER

- and the Applicant shall each designate a Project Manager. Each Project Manager shall be responsible for overseeing the implementation of this Agreement. The IDEM Project Manager will be the designated IDEM representative at the Site. To the maximum extent possible, communications between the Applicant and IDEM and all documents (including reports, approvals, and other correspondence) concerning the activities performed pursuant to this Agreement shall be directed through the Project Managers. During implementation of this Agreement, the Project Managers shall, whenever possible, operate by consensus and shall attempt in good faith to resolve disputes informally through discussion of the issues. Each Party has the right to change its respective Project Manager, which Party shall notify the other Party of the change in writing and in a timely fashion.
- 34. The IDEM Project Manager shall have the authority to halt, conduct, or direct any work required by this Agreement and/or any response actions or portions thereof if Site conditions present an imminent and substantial threat to human health or the environment. In the event that the IDEM Project Manager halts work pursuant to this paragraph, the schedule of work described in the Remediation Work Plan and this Agreement shall be modified accordingly, or IDEM may withdraw its approval of the Remediation Work Plan pursuant to Section XVIII (Reservation of Rights).

35. The absence of the Applicant's or IDEM's Project Manager from the Site shall not be cause for the stoppage of work. The Applicant's Project Manager or his or her supervisor shall reasonably be available by telephone while work is being performed at the Site. The Applicant's Project Manager shall designate a person to be in charge who will be available at the Site when work is being performed at the Site.

XII. QUALITY ASSURANCE

- 36. The Applicant shall use quality assurance, quality control, and chain of custody procedures in accordance with the Quality Assurance Project Plan approved for use by IDEM throughout any sample collection and analysis activities under this Agreement, unless IDEM agrees otherwise.
- 37. Applicant shall provide the IDEM Project Manager with reasonable advance notice of all sampling and analysis as detailed in the Investigation or Remediation Work Plans. IDEM requires the presence of an IDEM representative during any sampling that the Applicant uses as confirmation sampling. To provide quality assurance and maintain quality control, the Applicant shall do each of the following.
 - (a) Applicant shall allow IDEM personnel and/or IDEM authorized representatives reasonable access to laboratories and personnel utilized by the Applicant for analyses.
 - (b) Applicant shall ensure that all sampling and analyses are performed according to U.S. EPA methods, the approved Quality Assurance Project Plan, or other methods deemed satisfactory by IDEM.
 - (c) Applicant shall ensure that any laboratories used by the Applicant for analyses participate in a documented Quality Assurance/Quality Control program that complies with U.S. EPA guidance documents. As part of such a program, and upon request by IDEM, such laboratories shall perform analyses of samples provided by IDEM to demonstrate the quality of analytical data for each such laboratory.
 - (d) Applicant shall perform confirmatory sampling for all contaminants and all media for which a Certificate of Completion and Covenant Not To Sue are sought. Applicant shall specify in the Remediation Work Plan the means of taking confirmatory samples and notify IDEM personnel a minimum of fourteen (14) days prior to taking confirmatory samples.
- 38. IDEM reserves the right to reject any data not gathered consistent with the requirements of this section and Section XIII (Sampling and Data/Document Availability) and to require that the Applicant utilize a different laboratory.

XIII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

39. The Applicant shall, upon request, make the results of all sampling, including raw data, and/or tests or other data generated by the Applicant, or on the Applicant's behalf, available to

IDEM. IDEM will make available to the Applicant the quality assured results of sampling and/or tests or other data similarly generated by IDEM.

40. At the request of IDEM, the Applicant shall provide to IDEM (and/or its authorized representative) splits or duplicates of any samples collected by the Applicant pursuant to the implementation of this Agreement. At the request of the Applicant, IDEM (or its authorized representative) shall provide split or duplicate samples to the Applicant of any samples collected by IDEM and/or its authorized representative pursuant to the implementation of this Agreement. Each Party shall notify the other in advance of any sample collection activity.

XIV. ACCESS

- 41. To the extent that the Site or other areas where work is to be performed hereunder are presently owned or controlled by parties other than those bound by this Agreement, the Applicant shall obtain access agreements from the present owners. Such agreements shall provide access for IDEM and authorized representatives of IDEM, as specified below. In the event that access to the Site is not obtained, the Applicant shall so notify IDEM, which may at its discretion assist the Applicant in gaining access. IDEM may modify or terminate this Agreement and Applicant's participation in the VRP should the Applicant's inability to gain access (or subsequent loss of access) to the Site or other areas materially affect the Applicant's ability to perform the work required herein.
- 42. The Applicant shall provide authorized representatives of IDEM access to the Site and other areas where work is to be performed at all reasonable times. Such access shall be related solely to the work being performed on the Site and shall include, but not be limited to: inspecting records, operating logs, and contracts related to the Site; reviewing the progress of the Applicant in carrying out the terms of this Agreement; conducting such tests, inspections, and sampling as IDEM may deem necessary; using a camera, sound recording, or other documentary equipment for field activities; and, verifying the data submitted to IDEM by the Applicant hereunder. The Applicant shall permit IDEM's authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertain to this Agreement and over which the Applicant exercises control. All persons with access to the Site pursuant to this Agreement shall comply with the approved Health and Safety Plan and established health and safety protocols.
- 43. Nothing herein shall be construed as restricting the inspection or access authority of IDEM under any law or regulation. Furthermore, nothing herein shall be construed as restricting the authority of IDEM to abate any pollution or contamination at the Site.

XV. RECORD PRESERVATION

44. The Applicant agrees to preserve, during the pendency of this Agreement and for a minimum of six (6) years after its termination, all records and documents in the Applicant's possession or in the possession of its employees, agents, accountants, contractors, which relate in any way to the subject matters covered by this Agreement. Upon request by IDEM, the Applicant shall make available to IDEM such records or copies of any such records. After this six (6) year period, the Applicant shall notify IDEM in writing thirty (30) days prior to the destruction of any such

documents. At that time, if IDEM requests that some or all documents be preserved for a longer period of time, the Applicant shall provide IDEM with the documents that IDEM wishes to preserve.

45. Applicant may assert a confidentiality claim with respect to any or all of the information requested or submitted pursuant to this Agreement, pursuant to applicable laws and rules including IC 13-14-11, IC 5-14-3, and 329 IAC 6.1-3. Applicant shall adequately substantiate any assertion of confidentiality when the assertion is made. Information determined to be confidential by IDEM shall be disclosed only to the extent permitted by law. If no such confidentiality claim accompanies the information when it is submitted to IDEM, it may be made available to the public by IDEM without further notice to the Applicant. Applicant agrees not to assert any confidentiality claim with regard to any physical or analytical data.

XVI. DISPUTE RESOLUTION

- 46. This Section (Dispute Resolution) shall apply to any dispute arising under any section of this Agreement, unless specifically excepted.
- 47. The Parties shall use their best efforts, in good faith, to resolve all disputes or differences of opinion informally. If, however, disputes arise concerning this Agreement which the Parties are unable to resolve informally, the Applicant may present written notice of such dispute to IDEM and set forth specific points of dispute and the position of the Applicant. This written notice shall be submitted no later than five (5) business days after the Applicant discovers the Project Managers are unable to resolve the dispute. The Applicant's Project Manager will notify IDEM's Project Manager immediately by phone or other appropriate method of communication, prior to written notice, when s/he believes the Parties are unable to resolve a dispute.
- 48. Within ten (10) business days of receipt of such a written notice, IDEM shall provide a written response to the Applicant setting forth its position and the basis therefor. During the five (5) business days following the receipt of the response, the Parties shall attempt to negotiate in good faith a resolution of their differences.
- 49. Following the expiration of the time periods described in the immediately preceding paragraph, if IDEM concurs with the position of the Applicant, the Applicant shall be notified in writing. This Agreement and the Remediation Work Plan shall be modified to include any necessary extensions of time or variances of work. If IDEM does not concur with the position of the Applicant, IDEM, through the Commissioner, shall make a determination regarding the dispute, based upon and consistent with the terms of this Agreement, and shall provide written determination of such resolution to the Applicant. In the event that such determination is not acceptable to either Party, either Party may submit the dispute to an impartial third party for mediation in the following manner:
 - (a) The Parties shall select a mediator from the Indiana Supreme Court's approved list of mediators as established by the Indiana Rules of Alternative Dispute Resolution (ADR Rules) within five (5) business days of Applicant's receipt of the Commissioner's determination. In the event such a list does not exist or does not contain mediators that the Parties agree are qualified to mediate environmental disputes, the Parties shall use a mutually acceptable list and select a mediator within five (5) business days of compilation of such

other mutually acceptable list. In addition to the qualifications required by the ADR Rules, the mediator shall have experience in environmental issues.

- (b) The dispute shall be initially submitted to the mediator via a written request for dispute resolution through mediation; the written request shall be issued within ten (10) business days after notification of the Parties of IDEM's final determination of the dispute, as provided by Paragraph 49 of this Section (Dispute Resolution). The request for assistance shall include the written determination of the Commissioner issued pursuant to Paragraph 49 and the documents specified in Paragraphs 47 and 48 of this Section (Dispute Resolution). A copy of the written request shall be delivered to the other Parties at the time the request is made.
- (c) The Party which submitted the dispute to mediation may make a written submission in support of its position to the mediator within ten (10) business days of the mediator's selection, and any other Party may make a written response in support of its position within seven (7) business days thereafter. The mediator shall immediately thereafter contact all Parties and determine the course of the mediation, including scheduling any meetings deemed necessary.
- (d) The mediation process shall be conducted in accordance with ADR Rules in any aspect not covered by this Agreement.
- (e) The mediator and the Parties shall proceed with reasonable promptness to resolve the dispute.
- (f) All communications, whether oral or written, between the mediator and the Parties, shall be kept confidential in accordance with ADR Rule 2.12, and to the extent allowed under Indiana law.
- (g) The cost of the mediator shall be included in the administrative costs paid by the Applicant. IDEM's costs of mediation shall be included in the administrative costs paid by the Applicant, except to the extent that the mediator determines that IDEM acted unreasonably. The Applicant shall pay the Applicant's costs of mediation.
- 50. If either Party determines or the mediator declares that the dispute cannot be resolved through the mediation process, the Parties retain all rights under the Indiana Administrative Orders and Procedures Act, IC 4-21.5.
- 51. Until the dispute is resolved, any actions concerning that element of work in dispute shall be halted. The resolution of the dispute shall be incorporated into the Remediation Work Plan and made an enforceable part thereof. The time schedule for the work in dispute shall be extended by the amount of time needed for resolution. Elements of work and/or obligations not affected by the dispute shall be completed in accordance with the schedule contained in the Remediation Work Plan.

52. Elements of work and any actions required as a result of such dispute resolution shall immediately be incorporated, if necessary, into the appropriate plan or procedure, and into this Agreement. The Applicant shall proceed with all remaining work according to the modified plan or procedure.

XVII. FORCE MAJEURE

- 53. The Applicant shall cause all work or required reporting to be performed within the time limits set forth herein, unless performance is delayed by events that constitute a force majeure. For purposes of this Agreement, a force majeure is an event arising from circumstances beyond the reasonable control of the Applicant which delays performance of any obligations required by this Agreement. Increases of costs shall not be considered an event of force majeure.
- 54. The Applicant shall notify IDEM by calling IDEM's Project Manager within three (3) days and by writing no later than seven (7) days after any event that the Applicant contends is a force majeure. Such notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken or to be taken by the Applicant to minimize the delay, and the timetable by which these measures will be implemented. The Applicant shall have the burden of demonstrating that the event is a force majeure. The Commissioner shall make the decision of whether an event is a force majeure. This decision shall be promptly communicated to Applicant.
- 55. If a delay is attributable to a force majeure as determined in this section, the time period for performance under this Agreement shall be extended by IDEM, in writing, by the amount of time that is attributable to the event constituting the force majeure.

XVIII. RESERVATION OF RIGHTS

- 56. IDEM and Applicant reserve all rights and defenses they may have pursuant to any available legal authority unless expressly waived herein.
- 57. Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action, or demands, in law or in equity, that the Parties may have against any person, firm, partnership, or corporation, not a Party to this Agreement, for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, release, or disposal of any materials, hazardous substances, hazardous waste, contaminants, or pollutants at, to, or from the Site. The Parties to this Agreement expressly reserve all rights, claims, demands, and causes of action they have against any and all other persons and entities who are not Parties to this Agreement, and as to each other for matters not covered in this Agreement.
- 58. The Applicant reserves the right to seek contribution, indemnity, or any other available remedy against any person other than IDEM found to be responsible or liable for contributions, indemnity, or otherwise for any amounts which have been or will be expended by the Applicant in connection with the Site.

- 59. Pursuant to 42 U.S.C. § 9607(a)(4)(A), IC 13-25-4-23 and IC 13-25-5-18, the Parties agree that this Agreement constitutes an administrative settlement for purposes of 42 U.S.C. § 9613(f)(2), under which the Applicant, upon payment of all administrative costs due under the Agreement and the issuance of a Covenant Not to Sue, will have resolved liability it may have, to the extent provided in the Covenant Not to Sue, to the State. The Parties also agree that this Agreement constitutes an administrative settlement for purposes of 42 U.S.C. § 9613(f)(3)(B), under which the Applicant has resolved the liability it may have to the State to the extent provided in the Covenant Not to Sue.
- 60. IDEM reserves the right to bring an action, including an administrative action, against Applicant for any violations of statutes or regulations except for the specific violations or releases that are being remediated in the Remediation Work Plan.
- 61. Pursuant to IC 13-25-5, IDEM may withdraw its approval of the Remediation Work Plan at any time during the implementation of the Remediation Work Plan if:
 - (a) IDEM determines that the Applicant has failed to substantially comply with the terms and conditions of this Agreement or the Remediation Work Plan;
 - (b) the Applicant declines to implement the Remediation Work Plan after being notified of its approval by IDEM; or
 - (c) IDEM determines that a hazardous substance or petroleum has become an imminent or substantial threat to human health or the environment.

Upon withdrawal of its approval, this Agreement shall be terminated and IDEM reserves the right to bring any action to enforce any statute or regulation under Title 13 of the Indiana Code, including an action regarding the violations or releases that were the subject of this Agreement.

62. IDEM acknowledges that, pursuant to IC § 13-25-5-20(b), Applicant, upon receipt of the Certificate of Completion, is not liable for claims for contribution concerning matters addressed in the Remediation Work Plan or the Certificate of Completion.

XIX. ADMINISTRATIVE COSTS

osts for compliance monitoring (such as the collection and analysis of split or duplicate samples, inspection of Applicant's activities, and Site visits), discussions regarding disputes that may arise as a result of this Agreement, review and approval or disapproval of reports, and the costs of dispute resolution as provided in Section XVI (Dispute Resolution). Attachment B contains an itemized list of estimated Administrative Costs that IDEM expects to incur under this Agreement. This estimate does not bind IDEM to a maximum cost that IDEM is entitled to bill the Applicant under this Agreement.

- 64. IDEM shall routinely send an accounting of IDEM's Administrative Costs to Applicant. The accounting shall itemize all Administrative Costs incurred by IDEM. Applicant shall pay these Administrative Costs within thirty (30) days of receipt of the accounting. Interest shall accrue at a rate of one half percent (1/2 %) per month of delinquency. Applicant understands that IDEM may incur Administrative Costs after this Agreement is satisfied. IDEM may issue the Certificate of Completion and Covenant Not To Sue before IDEM has accounted for all Administrative Costs. Therefore, Applicant further understands that the Applicant may receive bills after the Certificate of Completion and the Covenant Not To Sue have been issued.
- 65. Checks shall be made payable to the Voluntary Remediation Fund and be mailed, along with a transmittal letter stating the Site name, number, and address, to the Indiana Department of Environmental Management; Attention: Cashier; 100 North Senate Avenue, Mail Code 50-10C; Indianapolis, Indiana 46204. In addition, a copy of the check and transmittal letter shall be mailed to IDEM Project Manager.
- 66. Administrative Costs include all costs of IDEM's oversight of this Agreement and the work contemplated herein. Administrative Costs for salary, benefits and indirect costs of IDEM personnel shall be calculated at a rate of \$65 (sixty-five dollars) per hour or fractional rate thereof. As authorized by IC § 13-25-5-8(a), IDEM considers this rate to be reasonable and necessary for the effective and efficient implementation of the Voluntary Remediation Program and to ensure that IDEM meets its obligations and all other expenses. Administrative Costs shall also include the actual costs of IDEM's expenses including, but not limited to, copying of documents, travel, laboratory or sampling costs, and retention of a qualified person to oversee the Applicant's work under this Agreement and review of the Remediation Work Plan and other documentation. IDEM will not issue the Certificate of Completion or the Covenant Not To Sue before the payment of any Administrative Costs that are due and payable. Costs incurred prior to and after satisfaction of this Agreement must be paid regardless of the issuance of the Certificate of Completion and the Covenant Not To Sue.
- 67. In the event that this Agreement is terminated for any reason, Applicant agrees to reimburse IDEM for all of its Administrative Costs incurred to the time of termination. IDEM agrees to reimburse Applicant any unused portion of the application fee in accordance with IC § 13-25-5-8(b)(2).

XX. COMMUNITY RELATIONS

- 68. In addition to performing the requirements specified in the Community Relations Plan in the Applicant's Remediation Work Plan, the Applicant shall cooperate with IDEM in providing information about the Remediation Work Plan to the public. IDEM will give the Applicant reasonable advance notice of and may require the Applicant's or its agent's attendance at any such public meetings it may hold or sponsor at times and locations which are agreed upon by IDEM and the Applicant.
- 69. Before the Commissioner may approve or disapprove the Remediation Work Plan, the Commissioner shall provide thirty (30) days for public comment pursuant to IC § 13-25-5-11.

70. IDEM shall maintain a public information file containing the Remediation Work Plan during the thirty (30) day Public Comment period at a public repository near the Site. Applicant shall provide the location of a suitable public repository in accordance with applicable guidance.

XXI. NOTICE OF BANKRUPTCY OR DEATH

71. As soon as Applicant has knowledge of its intention to file bankruptcy or no later than seven (7) days after the actual filing of a voluntary or involuntary bankruptcy petition, Applicant shall notify IDEM of the filing of a bankruptcy petition. If an Applicant dies, as soon as a personal representative of a deceased Applicant's estate becomes aware of this VRP project, the personal representative shall notify IDEM of the probate of the estate. IDEM shall be notified as a creditor of the bankruptcy and/or estate. IDEM's claim may be a contingent claim, in whole or in part, as there may be oversight costs due after the closing of the bankruptcy and/or probate estate.

XXII. INDEMNIFICATION

72. The Applicant agrees to indemnify and hold the State of Indiana, its agencies, departments, agents, and employees, harmless from any and all claims or causes of action arising from, or on account of, acts or omissions of the Applicant, its officers, employees, receivers, trustees, agents, or assigns, in carrying out the activities pursuant to this Agreement.

XXIII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

- 73. The Effective Date of this Agreement shall be the date on which the Commissioner signs this Agreement.
- 74. This Agreement may be amended by mutual agreement of IDEM and the Applicant. Amendments shall be in writing and shall be effective when signed by the Commissioner.

XXIV. EXTENSIONS OF TIME PERIODS

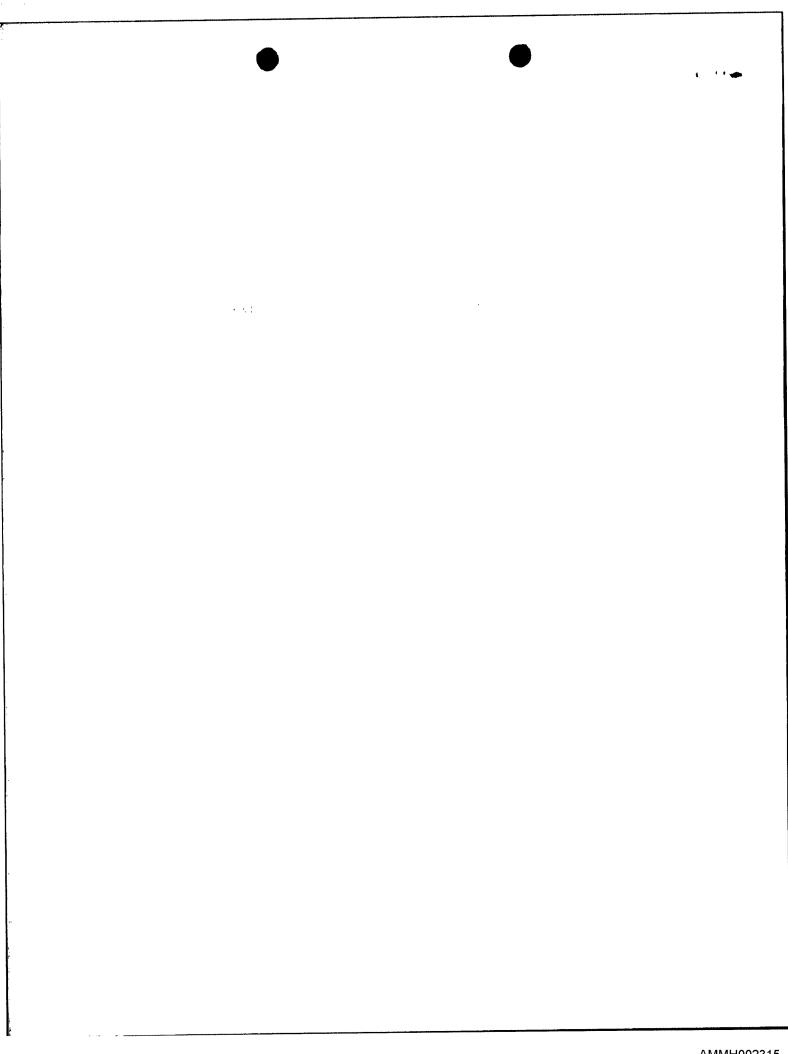
- 75. Any written response shall be deemed timely performed if hand delivered or postmarked by the last day of any time period prescribed herein. Whenever a Party has the right or an obligation to do some act or make some response within a prescribed period after the service of a notice by mail, three (3) days shall be added to the prescribed period.
- 76. Whenever any Party is called upon to respond or otherwise act in a certain number of days, and the final day occurs on a Saturday, Sunday or legal holiday (whether state or national), such time limitation shall automatically extend to the next business day after such Saturday, Sunday or legal holiday.
- 77. Any time periods specified in this Agreement may be extended only by agreement of the Parties.

XXV. TERMINATION AND SATISFACTION

- 78. The provisions of this Agreement shall be satisfied when IDEM issues a Certificate of Completion to the Applicant. The Parties understand that IDEM will issue the Certificate of Completion to the Applicant only. Termination or satisfaction of this Agreement does not end the obligations found in Section XV (Record Preservation) and Section XIX (Administrative Costs). The Applicant shall continue to be responsible under Section XV (Record Preservation) and Section XIX (Administrative Costs) for the performance of the duties specified therein regardless of the termination or satisfaction of this Agreement.
- 79. In the event that Applicant fails to satisfactorily respond to IDEM's December 20, 2006, letter and to take appropriate and timely response action, IDEM reserves the right to terminate this Agreement and Applicant's participation in the VRP. In the event that IDEM terminates Applicant's participation in the VRP for any reason, all protection provided under IC § 13-25-5-18(e) is extinguished and IDEM may proceed under IC 13-25-4. In the event this Agreement is terminated, the Applicant shall remain responsible to IDEM under Section XIX (Administrative Costs) for costs incurred.
- 80. Nothing in this Agreement shall restrict the State of Indiana from seeking other appropriate relief to protect human health or the environment from pollution or contamination at or from this Site not remediated in accordance with this Agreement.
- 81. After IDEM issues the Certificate of Completion, the Governor's Office shall provide Applicant with a Covenant Not To Sue pursuant to IC § 13-25-5-18. The Covenant Not To Sue shall contain a listing of the specific work and contaminants covered. The Parties understand that the Governor's Office will issue the Covenant Not To Sue to the Applicant only.

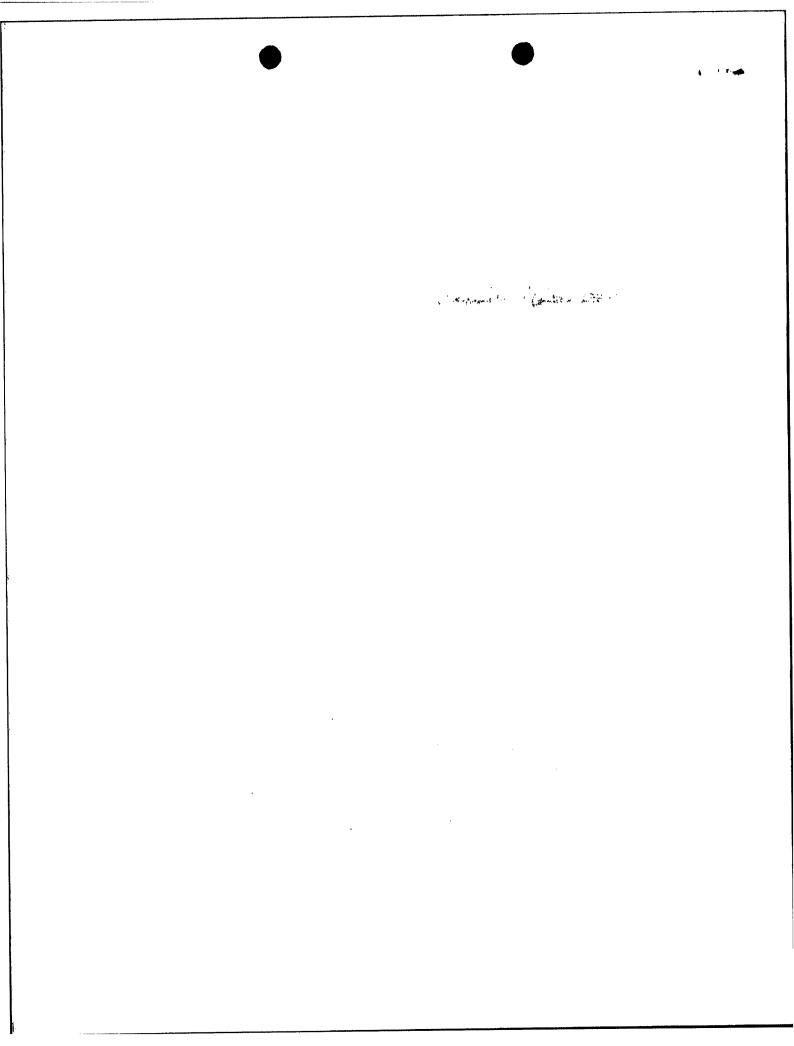
XXVL PRECEDENCE OF AGREEMENT

82. In the event that conflict arises among the terms and conditions of this Agreement or the approved Remediation Work Plan, this Agreement shall govern and the terms and conditions hereunder shall determine the Parties' rights and responsibilities.



IN WITNESS WHEREOF, the following hereby execute this Voluntary Remediation Agreement: For the Applicant: AIMCO Michigan Meadows Holdings LLC Attorney for the Applicant (signature optional, please type) Applicant By: Title: Title: Vice President, Env., Health & Safety Date: April 5, 2007 Date: For the Indiana Department of Environmental Management: APPROVED FOR LEGALITY AND FORM: TECHNICAL RECOMMENDATION: By: By: Richard Harris, Section Chief Voluntary Remediation Program Office of Legal Counsel Date: 4 12/07 Date: ___ Approved and adopted by the Indiana Department of Environmental Management

Peggy Dovsey
Deputy Assistant Commissioner
Office of Land Quality



ATTACHMENT B NON-BINDING COST ESTIMATE IDEM SITE #: 6061202

Oversight of voluntary remediation at the Michigan Plaza site in Indianapolis, Indiana will be required. The following tasks and estimated costs are anticipated:

Review of Phase 2 Report & Revisions	\$ 3,120.00
Review of Remediation Work Plan & Revisions	\$ 5,200.00
Implementation Oversight	\$ 6,630.00
Review of Remediation Completion Report & Revisions	\$ 2,600.00

Please note that IDEM split sampling costs are NOT included in these estimates

Total:

\$ 17,550.00

06/2005



We make Indiana a cleaner, healthier place to live.

Mitchell E. Daniels. Jr. Governor

Thomas W. Easterly. Commissioner

100 North Senate Avenue Indianapolis, Indiana 46204-2251 (317) 232-8603 (800) 451-6027 www.IN.gov/idem

December 20, 2006

VIA CERTIFIED MAIL 7005 1160 0001 2604 1170

Mr. Stephen Evanoff, Vice President Safety & Environment **AIMCO** 4582 S. Ulster Street Parkway, Suite 1100 Denver, Colorado 80237

NFC 11 9 2006

Re:

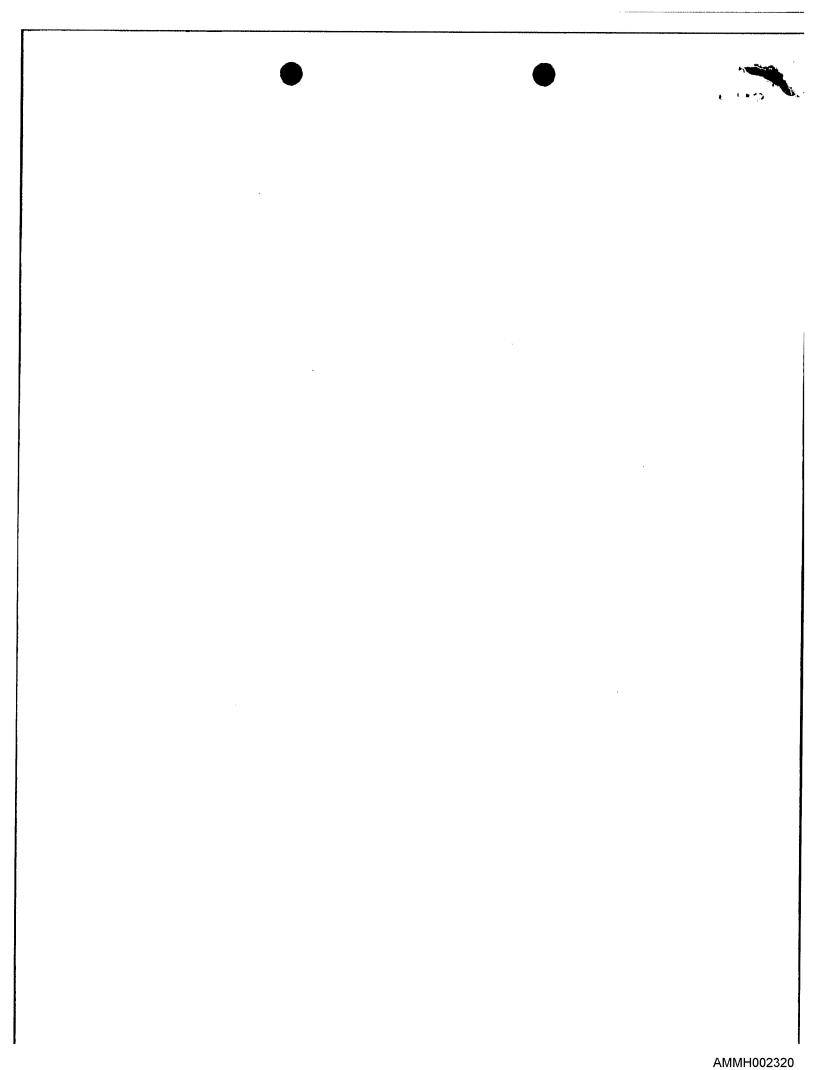
Further Site Investigation Michigan Plaza Shopping Center. 3801-3823 West Michigan Street Indianapolis, Marion County IDEM Site # 0000198

Dear Mr. Evanoff:

In accordance with Indiana Code (IC) 13-25-4, the Indiana Department of Environmental Management (IDEM) is requesting that AIMCO perform additional investigation to characterize the nature and extent of the chlorocarbon contamination at the above-referenced site. The purpose of this letter is to summarize our recent meetings in which we discussed the proposed further site investigation activities to characterize the soil and ground water contamination in the vicinity of the Michigan Plaza site. The first meeting was held on October 17, 2006 at the IDEM office. In the October 17, 2006 meeting, the IDEM State Cleanup Section project management duties were transferred from Gerald O'Callaghan to Kevin Houppert. At this meeting, IDEM identified and discussed with AIMCO. representatives the concerns regarding vapor intrusion, the necessity for additional sewer investigation, extent of contamination, and the potential for plume co-mingling complications. A second meeting was held on December 14, 2006, also at the IDEM office. The four (4) issues previously discussed were revisited. John Mundell, of Mundell & Associates, Inc., was present in both meetings on behalf of AIMCO to discuss the technical approaches to resolving the issues.

On December 14, 2006, AIMCO submitted an application to enter this site into the IDEM Voluntary Remediation Program (VRP). The application is being processed at this time. As a condition for acceptance into the VRP, it is necessary to define the status of the site investigation and the expectations for project completion within the State Cleanup Program. These expectations will become part of the Voluntary Remediation Agreement (VRA) to enter into the VRP.

IDEM comments in this letter are made in reference to the report titled, "Further Site Investigation" (Mundell & Associates, Inc., December 1, 2006). This document was submitted following a previous report titled, "Further Site Characterization Report" (Mundell & Associates, Inc., May 10, 2006). For clarity, please use a sequential numbering in the report titles to identify the additional phase of further site investigation.



Page 2 of 3 Mr. Evanoff December 20, 2006

IDEM's concern regarding vapor intrusion at the Michigan Plaza is currently being addressed. Four (4) vapor control systems were installed in late September, 2006. The IDEM site chemist recommended using the draft IDEM risk standards outlined in the IDEM Draft Vapor Intrusion Pilot Program Guidance (April 2006) for indoor air levels as guidance for protection of the public and the tenants. AIMCO and Mundell agreed.

Additional sewer investigation is necessary. The "Further Site Characterization Report" (Mundell, May 2006) determined that the sanitary sewer was a preferred pathway for chlorocarbon migration from the Accent Dry Cleaners location. All areas of the sewer that were investigated showed detections of chlorocarbons, including parent compounds of perchloroethylene (PCE) and trichloroethylene (TCE). Additional sewer investigation is necessary to determine the full extent of contamination in the sewer. In the meetings, Mundell proposed to advance four hydraulic push probe borings in areas along the up-gradient section of the sewer on Michigan Street and along the western drive of the Michigan Meadows Apartments. IDEM concurs with the approach.

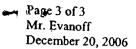
The down-gradient extents of the contaminant source areas labeled Source Areas A, B, and C are unknown and will be further delineated by monitoring well installations. For Area A, Mundell proposed additional soil and ground water sampling by hydraulic push probes at the intersection of Cossell Road and Olin Avenue. A monitoring well installation location will be chosen after the information is processed. This is acceptable to IDEM.

In the area down-gradient from Area B, Mundell proposed three (3) additional monitoring wells, as illustrated in Figure 2C of the December 2006 Further Site Investigation. IDEM agrees with the proposal.

For Area C, Mundell proposed two (2) additional monitoring wells, located on the north side of Michigan Street and south of Building 1, to be used with monitoring wells KB168 and KB171. The proposed Area C wells are illustrated on Figure C2 of the December 2006 Further Site Investigation. The scope of additional monitoring wells and their locations are acceptable to IDEM. It is also acceptable to modify the proposed scope of work as the field investigation proceeds.

Plume co-mingling has been a contentious issue in the past. This site was discovered in the process of investigating the site to the north, known as the Allison Plant #10 site, located at 800 North Olin Avenue. The Allison Plant #10 site is the source area for a ground water plume of chlorocarbon daughter products ((primarily dichloroethylene (DCE) and vinyl chloride (VC)) that have migrated beneath and beyond the Michigan Plaza site. The chlorocarbon plumes from the Allison Plant #10 and the AIMCO sites have apparently co-mingled to an undefined extent. The Michigan Plaza site delineation depends partially on monitoring wells installed by Keramida Environmental, Inc. for the Genuine Parts Company, the responsible party for the Allison Plant #10 site. Provide a copy of an agreement allowing the shared use of monitoring wells between AIMCO and Genuine Parts. If such an agreement cannot be produced, it may be necessary to install additional monitoring wells to substitute for the dependence on the Keramida monitoring wells.

It is anticipated that the proposed aggressive remedial approaches for the Michigan Plaza site will effectively cause the breakdown of PCE and TCE. The daughter products (DCE and VC) are likely to be indistinguishable from the daughter products from the Allison Plant #10 source area. To avoid complications in the future, it is beneficial to all parties, private and regulatory, to define the partitioning of responsibilities for ground water remediation at this stage of planning. At the December 15, 2006 meeting, Mundell recommended reliance on monitoring wells in an area up-gradient relative to the



Michigan Plaza to be used for future comparison of ground water quality data. When the Michigan Plaza source areas have been successfully remediated of parent products (PCE and TCE), the daughter product concentrations (DCE and VC) could be compared to the up-gradient DCE and VC concentrations. When the up-gradient DCE and VC concentrations exceed the down-gradient DCE and VC concentrations, and when the parent products are removed, it may be possible to make a determination that the up-gradient source is responsible for continuing concentrations of daughter products. The logic is sound and the approach is acceptable.

Finally, in addition to these four (4) concerns, there was also a discussion of the need to address the potential for ecological impact to the surface water and biota in Little Eagle Creek. The three (3) source areas and the associated ground water plumes are expected to naturally discharge into Little Eagle Creek. Mundell agreed to address this in the next report.

Please submit three (3) copies of the additional further site investigation report to IDEM within 45 days upon receipt of this letter. Failure to provide this information in a timely and complete manner may subject you to civil penalties, pursuant to IC 13-30-4-1. It is possible that this site may be enrolled in the VRP before the specified time has elapsed. If this occurs, please respond to the VRP project manager for further guidance.

If you have any questions or comments concerning this matter, please contact me at (317) 232-

Respectfully,

Kevin Houppert

State Cleanup Section Office of Land Quality

KLH:sb

cc: Linearian Ini Malia Walendry Remodeston Program

Sarah Finley, IDEM OLQ Geological Services Section

Paul Giesting, IDEM OLQ Geological Services Section

Kristy McIntire, IDEM OLQ Chemistry Section

MichiganPlazaFSI-0000198-pm-121906

State Form 47271 (R2 / 8-01)

Approved by State Board of Accounts, 2001

CONFIDENTIAL

Voluntary Remediation Program Application



Return Completed Application To:

Indiana Department of Environmental Management Cashier=s Office IGCN-1340 100 North Senate Avenue P.O. Box 7060 Indianapolis, IN 46207-7060 (317) 233-0604

Project Number. 6061202

Account #: 2680-110000-421400

Pursuant to Indiana Code 13-25-5-2, this application to the Voluntary Remediation Program (VRP) will receive confidential treatment up until the Voluntary Remediation Agreement (VRA) is signed. Neither this application nor any information which comes from this application will be made available to the public until the VRA is signed. However, any material submitted to or generated by the VRP after the VRA is signed will be considered IDEM public record.

Section 1 - VRP Project Information

Voluntary Remediation Applicant

Applicant=s Billing Contact

	(Name to appear on the Covenant Not 16 Sue)	(If Same As Applicant, Please Mark Here (X))	
Applicant Name:	AIMCO Michigan Meadows Holdings LLC	Owner Name:	
Mailing Address:	4582 South Ulster Street Pkwy, Suite 1100	Mailing Address:	
City, State, Zip:	Denver, CO 80237	City, State, Zip:	
Phone & Fax:	Phone: 303-691-4560	Phone & Fax:	
E-Mail:	Stephen.Evanoff@aimco.com	E-Mail:	

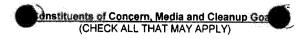
VRP Project Name and Location

Applicant=s Technical Contact
(All Correspondence Will Be Sent to Person Identified)

Facility Name:	Michigan Plaza	Company:	Mundell & Associates, Inc.			
Mailing Address:	3801 – 3823 West Michigan Street	Contact Person:	John Mundell			
City:	Indianapolis	Mailing Address:	429 East Vermont Street, Suite 200			
Zip Code:	46202	City, State, Zip:	Indianapolis, IN 48202			
County:	Marion	Phone & Fax:	(317)-630-9060 & (317)-630-9065			
EPA ID Number:	NA .	E-Mail: jmundell@MundellAssociates.com				
SIC Number:7216 Description:						
Anticipated Future Facility Use:			Years of Current Facility Operation:			
() Residential(X) Non-Resident	ial	46Years (Current Operation) () Unknown				
() Currently Undet	lermined	46	Total years site has been in use (Current and historic)			
	Current Site Status	IDEN O	Norde: Date Stamp Norde: Date Stamp Michigan Pla Zac			
() Undergoing Prop	erty Transfer	VIEW 600	1202 File Code: 100			
() Active Operations		Description.	Application			
() Inactive Operations		Colificante!	Ves			
() Residential			Yos _∞ No			
(X) Commercial/Ind	lustrial					

Page 1 of 18

		Ì				
Other IDEM Offices:						
Does this site have a pre	Does this site have a previous history with the Voluntary Remediation Program? () Yes (if yes, please attach appropriate page from Section 4)					
		(X) No				
Is this application the res	ult of a referral from, or unde	r the jurisdiction of, another IDEM	office?			
(X) Yes (I	f yes, indicate which office.)	() No				
() Brownfields Pro	gram		t			
O RCRA / Correct	ive Action					
•	ponse/ Remedial Response	Program				
-) / Underground Storage Tanks (US	ST)			
(X) State Cleanup						
O Office of Enforce	ement					
	Vaste (Landfills)					
() Site Investigation	ons (SI)					
() Other Office:	Office:	Incident# (if app	olicable)			
*If you checked any of	IDEM Contact Name:the programs above, please	Mr. Jerry O'Callaghan e attach appropriate pages from	Phone #:317-233-1522 Section 3 in Attachment D.			
Little at Cool of Remodiation Action			Contaminant Source Size			
() Limited Portion	(s) of the Property		(defined to appropriate Health Protective Levels):			
	, -		() Currently Undetermined			
(X) Entire Proper	ty		() less than or equal to 0.50 acre			
		*	(X) greater than 0.50 acre			
	K	nown or Anticipated VRP Project	Hazards/Conditions:			
() Nor	ne () Infectious Materials	s () Radioactivity () Con	fined Spaces () Explosive Conditions			
() Reactive M	aterials (X) Known O	Off-Site Contamination () Othe	r			
Project Investigation	Project		Site Tax Status			
Status:	Remediation Status:	Are you applying for an	Are you applying for an Indiana State Tax Credit? () Yes (X) No			
() None (X) Ongoing	() None		application for the purpose of receiving a waiver of state taxes from the			
() Complete	(X) Ongoing () Complete	State Tax Commission	? () Yes (X) No			
Documents Anticipated To Be Submitted for VRP Property Ownership						
Review: (Please	Check all that will apply)		Do you own this property? (X) Yes () No (If no, answer next question)			
() Phase II Investigation	n Work Plan					
(X) Phase II Investigation Report		If not, do you have legal a	If not, do you have legal access rights to this property from the property owner?			
(X) Remediation Work	(X) Remediation Work Plan (VRP requirement) () Yes () No					
() Site Specific Risk As						
(X) Remediation Comp	letion Report (VRP requirem	ent)	•			



DECEMBER OF

enceuniigendo To arednoo	MEDIA	Reddendd Dobull	Clon-Residentsi Dokuli	Mendelevis	Carleteralned
	Surface Soils				
	Subsurface Soils				4
ВТЕХ	Groundwater				
	Sediments				
	Surface Soils		× ×		
OTHER VOCs	Subsurface Soils		×		
	Groundwater		×		
	Sediments				
	Surface Soils				
	Subsurface Solls			:	
PAHs	Groundwater				
	Sediments				
	Surface Soils				
OTHER SVOCs	Subsurface Solls				
	Groundwater				
	Sediments			: :	
	Surface Soils				
	Subsurface Soils			-	:
LEAD	Groundwater		B.1		
	Sediments				
OTHER METALS	Surface Soils		-		
	Subsurface Soils				n () () () () () () () () () (
	Groundwater				
	Sediments	:			
	Surface Soils				
	Subsurface Soils				
CYANIDE	Groundwater				
	Sediments				

*Continued on next page

onstituents of Concern, Media and Cleanup Gos (CHECK ALL THAT MAY APPLY) (CONTINUED)

			CIES CUIDANS			
CAREGINES : SIDE CAREGINES :	AMERIN	Residentiel Celevik	Mon-Residential Quitati	Nondestaulis	Undsternined	
V 780. (800.)	Surface Soils					
	Subsurface Soils					
PCBs	Groundwater					
	Sediments					
	Surface Soils					
PESTICIDES/	Subsurface Soils					
HERBICIDES	Groundwater					
	Sediments					
	Surface Soils					
	Subsurface Soils					
PETROLEUM	Groundwater	·	,			
	Sediments		1:			
	Surface Soils					
	Subsurface Soils	<u> </u>				
OTHER	Groundwater					
	Sediments					
Local Drinking Water Supply: Surface Groundwater Municipal (X) (X) Private/Residential () ()		Local Drinking Water Supply Distance From Facility:				
Local Surface Water Bodies Near Facility: (check closest)		Local Surface Water Bodies Distance From Facility:				
() Wetland(s) (X) Stream(s) () River(s) () Lake(s) () Pond(s)			500 Feet Mile(s)			
On- site Water Supply and Usage: () Well(s) - () Drinking () Production () Both (X) Municipal - () Drinking () Production (X) Both		Site Specific Depth to Groundwater:				



Facility Operational History:

The Site is located in a mixed residential/commercial and industrial area in the southwest side of Indianapolis. The Michigan Plaza consists of a single story, 'L' shaped commercial building with a number of retail and office tenants and asphalt-paved parking lots on approximately 1.5 acres of land. The Plaza currently consists of a Village Pantry (3801), a former Marion County Public Library (3805), a former Handicap Workshop (3815), a former office space (3817), Zacatecas, a Mexican grocery store (3819), and the Michigan Plaza Family Laundry (3823).

Records indicate that the land was farmland/residential prior to 1960s. The plaza building was constructed in the mid 1960s, and there have been no additions to the building after its construction. The *Phase I ESA* indicated the historical existence of a dry cleaners on-site (Accent Dry Cleaners: 3819 W. Michigan Street - Michigan Plaza) that poses a potential environmental concern for the Site due to the past use of hazardous substances (e.g. PCE) from the previous dry cleaning operations.

Past Spill History (If no incidents have occurred, please mark here (x)):

Though no spill incidents were identified and officially documented or reported, a release has occurred at the site. Soil and groundwater investigations revealed the presence of Tetrachloroethene (PCE) in soil and groundwater, and Tetrachloroethene (PCE), Trichloroethene (TCE), cis-1,2-dicholoethene (cis-1,2-DCE) and vinyl chloride (VC) in groundwater at the Site.

Geologic Information:

The regional and site-specific surface soils, geology and hydrogeology are described in the following sections. Evaluations of these has been provided previously in Sections 3.1 and 3.2 of the MUNDELL February 16, 2005 Phase II Environmental Site Assessment report for the Michigan Plaza, and in Section 2.1.3 of the MUNDELL May 5, 2005 Phase II Environmental Site Assessment report for the Michigan Meadows Apartments (based on the results of a two-dimensional electrical resistivity geophysical survey).

Surficial and Unconsolidated Geology

Marion County is situated within the southern part of the physiographic region known as the Tipton Till Plain, with most of the county underlain by a thick assemblage of glacial deposits located within the White River Basin. These glacial sediments, which include glacial till, randomly arranged ice contact sand and gravel, silt, lake clays, outwash sands and gravel, and alluvial materials, were deposited on a strongly dissected pre-glacial landscape formed on bedrock of highly variable resistance to erosion. The glacial drift cover in Marion County is believed to represent most of the major periods of glaciation that collectively constitute the Pleistocene Ice Age in this area of the United States. The deposits closest to the land surface are generally from the most recent period of glaciation known as the late Wisconsin age, and were formed as a result of several major ice advances into Marion County. The thickness of Wisconsinan glacial drift, which is comprised of loam till of the Trafalgar Formation and some outwash, ranges from 50 to 150 ft in the area (Fenlon et al., 1994).

The U.S. Department of Agriculture Soil Survey of Marion County, Indiana (USDA, 1991) indicates that the Site consists of Urban land-Fox complex with estimated slopes between zero and three percent. The urban land complex indicates that fifty percent of the predominant soil type has been disturbed and has been covered with an impervious layer consisting of buildings, sidewalks, streets and other structures. The undisturbed areas of the complex retain the original soil characteristics. The Fox soils are identifiable in lawns, gardens, parks and other open areas. They have a representative profile of the series, but alteration is evident in many areas where topsoil has been stripped. The Fox soil series generally consists of nearly level to moderately sloping, well-drained soils that are moderately-deep over sand and gravelly sand. The typical profile for the Fox series is as follows: the surface layer is dark brown loam 8 inches thick. The subsoil is 30 inches thick. The upper 10 inches is dark brown friable loam; the next 6 inches is dark brown, firm sandy clay loam; and the next 14 inches is dark brown, firm gravelly clay loam.

The soil stratigraphy encountered during the advancement of the Site soil borings was a fairly uniform 0.5 to 3.0 ft surficial sand and gravel (base course) and clayey fill overlying a natural, fine-grained silty clay layer (a low plasticity CL, according to the Unified Soil Classification System) near the ground surface down to a depth of about 3.5 to 8.0 feet below ground surface (bgs). This layer overlies a well-graded, gravelly sand (SW) layer that was encountered down to a depth of about 9.5 ft to 18.5 ft bgs. Beneath this well-graded layer, a poorly-graded, fine to medium sand (SP) with little to no fines was encountered down to a depth of about 11.5 feet to 19.5 feet bgs. The top of the unconfined groundwater table was encountered within this layer between about 18 to 19 ft bgs, with the exception of during a previous Geoprobe soil boring (GP-02) where a perched water table was encountered at nine (9) feet bgs. This layer overlies a well-graded, gravelly sand (SW) layer that was encountered down to a depth of about 30 ft bgs.

Two-dimensional resistivity mapping north of the Site near the Little Eagle Creek completed for the *Phase II Environmental Site Assessment* for the Michigan Meadows Apartments indicated a subsurface beneath the interpreted water table that may not consist of simple horizontal stratagraphic sequences, but rather exhibits numerous bowl-shaped "pods" suggesting possible channels or valleys in their morphology. The interpretation (see Figure 3 of the Phase II ESA report) of the depositional history of these coarse-grained (sands, gravels, cobbles) unconsolidated materials is one of a high-energy, fluvial system of braided channels proximal to a melting glacier margin. Additional detailed lithological descriptions of these areas may be obtained from previous soil boring logs.

Bedrock Geology

The bedrock beneath the unconsolidated deposits in Marion County consists of sedimentary rocks of Mississippian, Devonian and Silurian age. The bedrock surface slopes gently to the southwest. Therefore, younger Mississippian rocks are at the bedrock surface in the southwest corner of the county and progressively older Devonian and Silurian rocks are at the bedrock surface in the central and northeast portion of the county, respectively (Harrison, 1963; Fleming et al., 1993). Bedrock beneath the unconsolidated deposits at the Site is Mississippian and Devonian age New Albany Shale. The top of the bedrock surface is estimated to be between EL 625 to EL 650 above MSL.

North of the Site, an interpretation of the results of a two-dimensional geophysical survey completed along Little Eagle Creek (see Figure 3 of the Phase II ESA for the Michigan Meadows Apartments) indicated an interpreted bedrock ridge near the Creek with a depth to rock of about 40 ft bgs at the crest. This bedrock ridge appears to be a divide in the type of depositional environment oriented north-south in this area. West of the bedrock ridge, there appears to be more numerous, more irregularly-shaped well-graded sand deposits interspersed with clay deposits (fluvial in nature). East of the bedrock ridge, large gravel-filled channels area apparent, with the top of bedrock likely in excess of 120 ft at the deepest point of the valley.

Hydrogeologic Information:

The surface of Marion County consists of Pleistocene glacial deposits and recent alluvial stream deposits. While most of the glacial material in the county consists of fine-grained silts and clay, sand and gravel outwash soils are commonly found along major streams. These outwash deposits, which fill the White River Valley and its major tributaries, were deposited in a complex fashion during what is thought to have been three primary ice advances and subsequent meltwater discharges from ice margins upstream from Marion County (Fleming et al., 2000). The Wisconsin-age sediments, within the White River Valley and a variety of smaller sand and gravel and fine-grained till units are distributed in a discontinuous nature throughout the valley.

The Site itself is situated south of Little Eagle Creek within an area containing variable thickness of outwash overlying complexly interbedded sand and gravel and fine-grained glacial till. Thick unbroken sections of sand and gravel are present locally, and are typically unconfined within the upper portions of the system, and confined or semi-confined by bodies of glacial till at depth (Fleming et al., 2000). Estimated thickness of the unconfined sand and gravel outwash in the area ranges from 20 to 40 ft on top of an undifferentiated Pre-Wisconsinan glacial till (Brown and Fleming, 2000).

From local experience and published hydrogeologic data in this area (e.g., Meyer et al., 1975; Herring, 1976; Smith, 1983; Fleming et al., 2000), shallow regional groundwater levels in the vicinity are expected to range between EL 700 and EL 705 above MSL, with groundwater flow from the Site directed towards the south-southeast in the direction of flow in Little Eagle Creek. Based on the interpretation of the results of an east-west oriented two-dimensional resistivity survey completed for the *Phase II ESA* for the Michigan Meadows Apartments immediately north of the Site near the Little Eagle Creek, there are likely thick, more uniform hydraulically-transmissive sand and gravel deposits east and north of the Site. West and north of the Site, the well-graded sands appear to have been deposited in a more complex channelized, interwoven and tortuous manner, suggesting groundwater flow pathways to be more restricted and less transmissive than those to the east.

Off-Site Migration & Pathways (if not impacted, please mark here (); if unknown please mark here ()]:

The groundwater flow from the site is generally towards the south-southeast in the direction of flow in Little Eagle Creek.

The sewer lines in the vicinity have been acting as a contaminant transport mechanism to the north and east.

Miscellaneous Environmental () Previous Facility Study (plea	Information: se include Title, Author & Date):		
See Attachment D			
() Other (please include Title, A	Author, and Date):		

(X) U.S. Geological Survey (X) Regulatory Reporting	(X) State Reports () Soil Conservation Service () Other Governmental Agencies () Other:	(X) Past Voluntary Site Specific Data Collection	

Do the conditions regarding hazardous substances or petroleum, as described in this application, constitute an imminent or substantial threat to human health or the environment? If so, please explain below: (X) No () Yes

Section 2 - Statement of Certification

Pursuant to Indiana Code 13-25-5-2, your application to the Voluntary Remediation Program (VRP) will be confidential until the Voluntary Remediation Agreement (VRA) is signed. At that time, the application will become public information. Any material submitted to or generated by the VRP after the issuance of the VRA will also be considered IDEM public record.

	I. Stephen Evanoff	, do hereby attest and certify that the information included herein is, to the best
	(Print or Type Name of Applicant)	
I	of my knowledge and belief, accurate and complete.	
	TEPHEN TEVANOR	F 12.14.06
	Signature of Applicant	Date

Attachment Information:

This application will not be considered complete, and may be rejected, unless the following Attachments are included:

Attachment A: Please attach a detailed site map illustrating identified area(s) targeted for VRP efforts. For an explanation of a detailed site map, please see Attachment A instructions.

Attachment B: Provide a clean copy (without company headers, footers, or watermarks) of the legal description of the entire facility. If a portion of the facility is slated for remediation, then the area must be identified on an appropriate site map(s) and that area=s legal description will have to be provided in either written or digital format (please include the facility street address, township, range, section, direction lines, distances, etc...). A professional survey or GPS collected UTM coordinates of the area can also be provided as supplemental information, or if currently not available, program participants must supply it in the Completion Report at the end of the project. This information will be reflected in the Certificate of Completion and Covenant Not to Sue.

Attachment C: Please check Application Form Instructions and provide the pertinent Facility Universal Transverse Mercator (UTM) coordinates information and include as Attachment C.

Attachment D: Additional pages from Section 3 (if applicable).



CO-APPLICANT ATTACHMENT

Pursuant to Indiana Code 13-25-5-2, this application to the Voluntary Remediation Program (VRP) will receive confidential treatment up until the Voluntary Remediation Agreement (VRA) is signed. Neither this application nor any information which comes from this application will be made available to the public until the VRA is signed. However, any material submitted to or generated by the VRP after the VRA is signed will be considered IDEM public record.

Section 1 - VRP Facility Declarations

Applicant Name: Mailing Address: City, State, Zip: Phone & Fax: E-Mail: VRP Project Name and Location Facility Name: Company: Contact Perso City: Mailing Address City: City, State, Zip City, State, Zip City, State, Zip City, State, Zip Cover Name Mailing Address Contact Perso City: City, State, Zip Code: City, State, Zip		oluntary Remediation Applicant ne to appear on the Covenant Not To Sue)	(if Same As Ap	Applicant=s Billing Contact Dicant, Please Mark Here ())
City, State, Zip: Phone & Fax: E-Mail: VRP Project Name and Location Facility Name: Company: Contact Perso City: Zip Code: City: Zip Code: County: Phone & Fax: County: Phone & Fax: E-Mail: Company: Company: Contact Perso City: Zip Code: City, State, Zip County: Phone & Fax: E-Mail: Fax: Fax: Phone & Fax: Contact Perso City, State, Zip County: Phone & Fax: E-Mail: County:			Owner Name:	
Phone & Fax: E-Mail: VRP Project Name and Location Facility Name: Company: Mailing Address: City: Mailing Address: City: County: Phone & Fax City, State, Zig County: Phone & Fax Phone & Fax Phone & Fax City State, Zig County: Phone & Fax Phone & Fax Phone & Fax And ID Number: Fe-Mail: Suant to Indiana Code 13-25-5-2, your application to the Voluntary Remediation Program (VRF) is signed. At that time, the application will become public information. Any matches VRA will also be considered IDEM public record. (Print or Type Name of Applicant)	ailing Address:		Mailing Address:	
E-Mail: VRP Project Name and Location Facility Name: Company: Aniling Address: City: Mailing Address: City: Zip Code: City, State, Zip County: Phone & Fax PA ID Number: E-Mail: Suant to Indiana Code 13-25-5-2, your application to the Voluntary Remediation Program (VRP) is signed. At that time, the application will become public information. Any mather VRA will also be considered IDEM public record. (Print or Type Name of Applicant)	ity, State, Zip:		City, State, Zip:	
VRP Project Name and Location Facility Name: Company: failing Address: Contact Perso City: Mailing Address Zip Code: City, State, Zi County: Phone & Fax PA ID Number: E-Mail: suant to Indiana Code 13-25-5-2, your application to the Voluntary Remediation Program (VRF element (VRA) is signed. At that time, the application will become public information. Any mather VRA will also be considered IDEM public record. , do hereby attest and company of the program of the description of the Voluntary Remediation Program (VRF) element (VRA) is signed. At that time, the application will become public information. Any mather VRA will also be considered IDEM public record.	Phone & Fax:		Phone & Fax:	
VRP Project Name and Location Facility Name: Company: Aailing Address: Contact Perso City: Mailing Address Zip Code: City, State, Zil County: Phone & Fax PA ID Number: E-Mail: Suant to Indiana Code 13-25-5-2, your application to the Voluntary Remediation Program (VRF eement (VRA) is signed. At that time, the application will become public information. Any matches VRA will also be considered IDEM public record. (Print or Type Name of Applicant)	E-Mail:		E-Mail:	
City: City: Mailing Address: City: Mailing Address: City, State, Zil County: Phone & Fax PA ID Number: Suant to Indiana Code 13-25-5-2, your application to the Voluntary Remediation Program (VRF) eement (VRA) is signed. At that time, the application will become public information. Any matches VRA will also be considered IDEM public record. (Print or Type Name of Applicant)	VRI	Project Name and Location	A	oplicant=s Technical Contact espondence Will Be Sent to Person Identified)
City: Zip Code: City, State, Zip County: Phone & Fax PA ID Number: Suant to Indiana Code 13-25-5-2, your application to the Voluntary Remediation Program (VRF) eement (VRA) is signed. At that time, the application will become public information. Any material VRA will also be considered IDEM public record. (Print or Type Name of Applicant)	acility Name:		Company:	
Zip Code: County: Phone & Fax PA ID Number: E-Mail: suant to Indiana Code 13-25-5-2, your application to the Voluntary Remediation Program (VRF) eement (VRA) is signed. At that time, the application will become public information. Any mathe VRA will also be considered IDEM public record. (Print or Type Name of Applicant)	ailing Address:		Contact Person:	
County: Phone & Fax PA ID Number: E-Mail: suant to Indiana Code 13-25-5-2, your application to the Voluntary Remediation Program (VRF) eement (VRA) is signed. At that time, the application will become public information. Any mathe VRA will also be considered IDEM public record. , do hereby attest and compared to the VRA will also be considered to the VRA will also	City:		Mailing Address:	
suant to Indiana Code 13-25-5-2, your application to the Voluntary Remediation Program (VRF) element (VRA) is signed. At that time, the application will become public information. Any mathe VRA will also be considered IDEM public record.	Zip Code:		City, State, Zip:	
suant to Indiana Code 13-25-5-2, your application to the Voluntary Remediation Program (VRF) eement (VRA) is signed. At that time, the application will become public information. Any mathe VRA will also be considered IDEM public record.	County:		Phone & Fax:	
the VRA will also be considered IDEM public record. (Print or Type Name of Applicant)	A ID Number:		E-Mail	
(Print or Type Name of Applicant) , do hereby attest and o	ement (VKA) is signed. At i	nat time, the application will become public infor	mation. Any material submitted to	tial until the Voluntary Remediation or generated by the VRP after the issuance
(Print or Type Name of Applicant)		do h	•	emotion included herein is to the heat
	,	nme of Applicant)	orosy allost and certify that the Inic	mination included neithi is, to the dest
Signature of Applicant	Signature of Ap _l	xlicant	Date	

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VOLUNTARY REMEDIATION PROGRAM

 Does this s 	ite currently have any other VR	RP applications submitted/approved	for this same site?
	() Yes	(X) No	
	If yes, VRP Project Number((s)	
	VRP Project Manag	ger(s):	
2. Was this si	ite the subject of a VRP project	t at anytime in the past? (X) Yes	0 No
	If yes, VRP Project Number	(s) Former Allison Gas Turbine Div	ision Plant 10 Genuine Part Site
	VRP Project Manag	ger(s):Bill Weiringa	
<u> </u>		·	

BROWNFIELDS PROGRAM

1.	Is this site currently in IDEM=s Brownfields Program? () Yes (x) No
2.	Has this site previously been in IDEM=s Brownfields Program () Yes (x) No
3.	Is this Brownfields site to be addressed in the VRP? () Yes () No
4.	If this site is to be addressed in the VRP, has the Brownfields Project Manager been notified in writing?
	() Yes (if yes, please attach copy of the letter)
5.	Is this site going to make use of Brownfields money (grants, loans, assessment money, etc.)? () Yes () No
6.	What is the Brownfield Project Number (if applicable)?
7.	Who is the IDEM contact person and their phone number?
	IDEM Contact:
	Phone Number:
8.	Please provide summary of the Brownfields issues below. (If applicable)

RCRA / CORRECTIVE ACTION

	es (X) No
2. Has the submitted to add	e RCRA Corrective Action Project Manager been notified in writing that a VRP application has been dress this contamination? () Yes () No
3. What is	s the facility EPA ID number
4. What is	s the date of Notification of Hazardous Waste Activity?
5. Have y	ou submitted a RCRA Part A application for Interim Status? () Yes () No
	If Yes, date:
6. Have y	ou lost Interim Status or gone through an EPA Policy 121 closure for Mistaken and Protective Filings? () Yes () No
	If Yes, please attach a copy of the letter.
7. Does th	his facility have a RCRA Part B Operating Permit? () Yes () No
	If Yes, date issued:
	Expiration Date:
8. Have a	any permitted units undergone closure? () Yes () No
	Were those units cleaned closed? () Yes () No
	Were any land-based units closed in place? () Yes () No
	If Yes, check all boxes that are applicable:
	() Lined (describe type of liner)
	() Unlined
	() Capped (describe type of cap
	() Not Capped
9. Is this of required action	facility currently under any enforcement action, Agreed Order, Commissioner=s Order, or any other type on by any government agency? () Yes (if Yes, describe below) () No

EMERGENCY RESPONSE / REMEDIAL RESPONSE PROGRAM

1.	Has this spill / release been reported to IDEM?	() Yes	(X) No
	If yes, what is the Spill Incident Number(s):		
	IDEM contact person(s):		
	Contact=s phone number:		
2.	Is this spill / release to be addressed in the VRP?	(x) Yes	() No
3.	Has the IDEM contact person been notified in writing	ng that this sp	ill / release will be addressed in the VRP?
	(x) Yes (if yes, please attach copy	of the letter)	0 No
4.	If this spill / release is to be addressed in the VRP,	please provid	le a summary of the spill / release below.
	State Cleanup Incident No. 0000198		
		- 1	
		,	

LEAKING UNDERGROUND STORAGE TANKS (LUST) & UNDERGROUND STORAGE TANKS (UST)

4.1

1.	Is the UST(s) the source of the contamination to be addressed as part of the VRP? () Yes
2.	Did / Does the UST contain petroleum products? () Yes () No
3.	Is the UST regulated? () Yes () No
4.	Has the regulated UST been registered with IDEM? (1) Yes (1) No (1) N/A
	If yes, indicate the UST Facility I.D. Number:
5.	Has a UST petroleum release ever been reported to IDEM? () Yes () No () N/A
	If yes, indicate the LUST Incident Number:
6.	Has the LUST section been notified in writing that you are applying to the VRP?
	() Yes (if yes, please attach copy of the letter)
7.	Do you intend to apply for Excess Liability Trust Fund (ELTF) reimbursement with respect to this cleanup?
	() Yes () No () N/A
8.	If you have already applied for ELTF reimbursement, indicate ELTF number.
9.	Please provide a summary of the site issues to be addressed below:

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STATE CLEANUP SECTION

	Is this site under an Agreed Order or Commissioner Order with IDEM? (X) Yes () No
2.	What is the State Cleanup Project I.D. Number? 0000198
3.	Is this State Cleanup site to be addressed in the VRP? (X) Yes () No
4.	If this site is to be addressed in the VRP, has the State Cleanup Project Manager been notified in writing?
	(x) Yes (if yes, please attach copy of the letter) () No
5.	Who is the State Cleanup Project Manager and what is their phone number?
	Project Manager:Mr. Jerry O'Callaghan
	Phone Number:317-233-1522
6.	Provide a summary of the site issues below.
sub imp Sou of to Rer cur by i	release of chlorinated organic chemicals is likely to have occurred, most probably as a result of leakage from osurface sewer lines coming from the dry cleaner's space. The only evidence has been soil and groundwater obacts. Surce areas and the extent of contamination have been delineated in the Further Site Characterization. The remediation the source areas is currently being designed and will be presented to IDEM in the Phase II Investigation Report and the mediation Work Plan. The impacted subsurface soil and groundwater will be treated with the remediation system rently being designed. There have been indoor air issues due to vapor intrusion which have been successfully mitigate installation of sub slab depressurization stems. ditional work has been proposed to address State Cleanup Section's concerns.

OFFICE OF ENFORCEMENT (OE)

1.	1. Is the site / facility that is subject to enforcement to be addressed in the VRP?				
	() Yes	(X) No (if No, skip all other questions on the	nis page)		
2.	Is the site under any of the following	types of enforcement:			
	Formal	Informal			
	() Notice of Violation	() Violation Letter			
	() Agreed Order				
	() Commissioner=s Orde	r			
3.	What is the Case Number(s)?				
	Who is the OE contact person and				
			-		
		*1			
5.		ressed in the VRP, has the OE contact per			
	() Yes (if yes, please attac	n copy of the letter) () No			
6.	Provide a summary of the site issu	es to be addressed below.			

OFFICE OF SOLID WASTE (LANDFILLS)

T,		
13	s this landfill active? () Yes () No	
	If Yes, what year did the landfill begin accepting waste?	
Is	s this landfill inactive? () Yes () No	
	If Yes, what year did the landfill begin accepting waste?	
	If Yes, what year did the landfill cease accepting waste?	
Is	s the landfill lined? () Yes () No	
	If Yes, what type of liner does it have?	
Is	s the landfill capped? 0 Yes 0 No	
	If Yes, what material(s) is the cap constructed of?	
V	Vere hazardous or petroleum constituents placed into the landfill at any time? () Yes	
v	What type of solid waste site is it and what does it contain?	
	s this a solid waste permitted facility? 0 Yes (If Yes, provide following information) 0 No	
	s this a solid waste permitted facility? O Yes (If Yes, provide following information) O No.	-
		-
	s this a solid waste permitted facility? O Yes (If Yes, provide following information) O Note that is the facility ID #: Permit Type:	-
	this a solid waste permitted facility? O Yes (If Yes, provide following information) O No What is the facility ID #:	-
	s this a solid waste permitted facility? O Yes (If Yes, provide following information) What is the facility ID #: Permit Type: Permit #:	-
	s this a solid waste permitted facility? (a) Yes (If Yes, provide following information) (b) No What is the facility ID #:	-
Is	this a solid waste permitted facility? (a) Yes (If Yes, provide following information) (b) No What is the facility ID #:	0

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been submitted?

SITE INVESTIGATIONS (SI)

1.	Is this site currently in IDEM=s Site Investigation Program? () Yes (X) No
1.	Has this site previously been in IDEM=s Site Investigation Program? () Yes (X) No
3.	Is this Site Investigation issue to be addressed in VRP? () Yes () No
4.	If this site is to be addressed in the VRP, has the Site Investigation Project Manager been notified in writing? () Yes (if yes, please attach copy of the letter) () No
5.	What is the EPA ID Number for this site (if applicable)?
6.	What is the name and address of this site?
7.	Who is the IDEM contact person and their phone number?
	IDEM Contact:
	IDEM Number:
8.	Please provide summary of the Site Investigation issues below. (If applicable)

IDEM Customer Data Form

IDEM use only

Program Code

Instructions:

In order to process your Voluntary Remediation Agreement (VRA), you must provide the information requested below and include this form with your VRA packet.

<u>"Bill To"</u>: Indicate the specific person IDEM is to send payment requests to and will serve as the billing contact.

<u>"Remit From"</u>: Indicate who the payment is going to come from as IDEM recognizes payment may come from a person or entity other than who the bill was sent to.

~ PLEASE PRINT LEGIBLY ~

Thank you

"BILL TO" Information

"REMIT FROM" Information

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ADDRESS: (line 1)		4582 South Ulster Street Pkwy, Suite 1100							4582 South Ulster Street Pkwy, Suite 1100																		
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EIN (Preferred) or																											
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COMPANY NAME:	AIMCO Michigan Meadows Holdings											AIMCO Michigan Meadows Holdings															

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ATTACHMENT A

VRP PROJECT MAPS

Figure 1. Site Vicinity

Figure 2A. Site Plan/Map (Plaza)

Figure 2B. Site Plan/Map (Michigan Apartments & Michigan

Plaza)

Figure 3. Potentiometric Surface Map

Figure 4. Soil Analytical Results

Figure 5. Groundwater Analytical Results

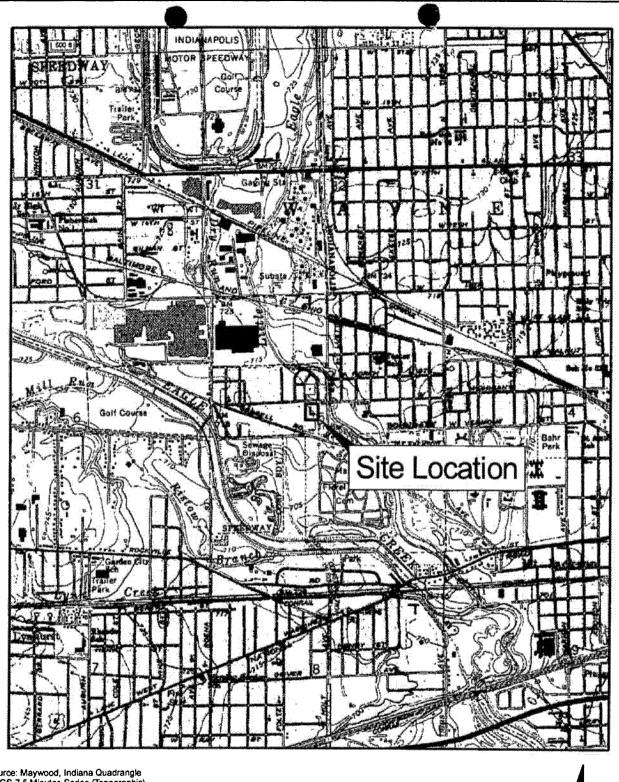
Figure 6. PCE Plume Map

Figure 7A. cis-1,2-DCE (shallow) Plume Map

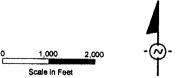
Figure 7B. cis-1,2-DCE (deep) Plume Map

Figure 8A. Vinyl Chloride (shallow) Plume Map

Figure 8B. Vinyl Chloride (deep) Plume Map



Source: Maywood, Indiana Quadrangle USGS 7.5 Minutes Series (Topographic) 1986



MUNDELL	&	ASSOCIATES,	INC.
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Consulting Professionals for the Earth & Environment

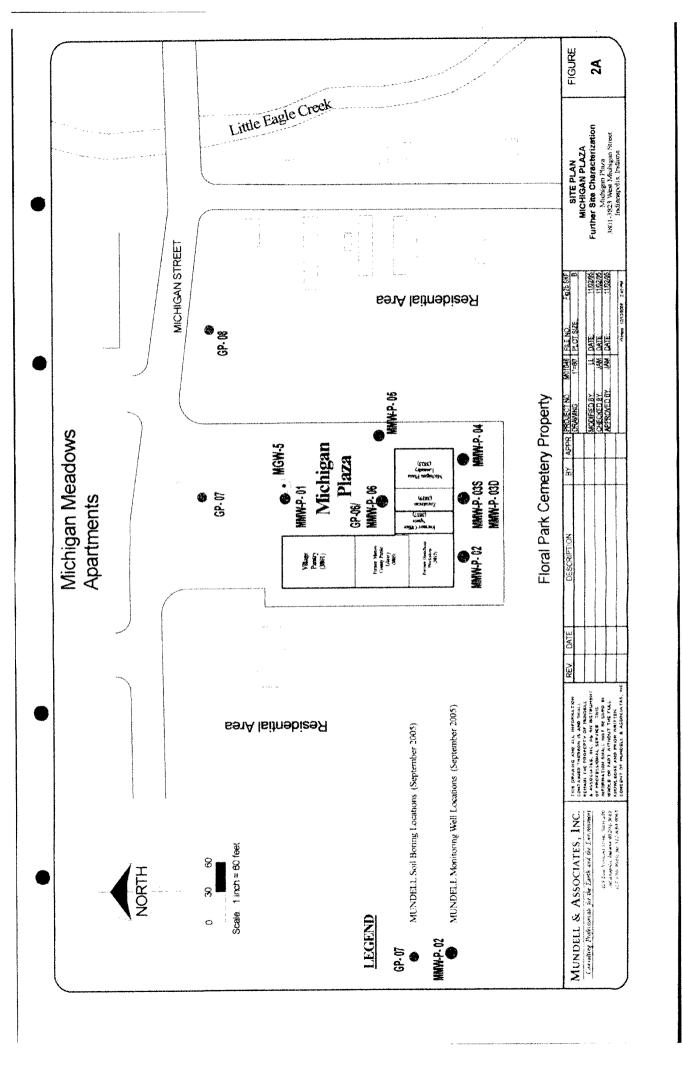
429 East Vermont Street, Suite 200 Indianapolis, Indiana 46202-3688 317-630-9060, fax 317-630-9065

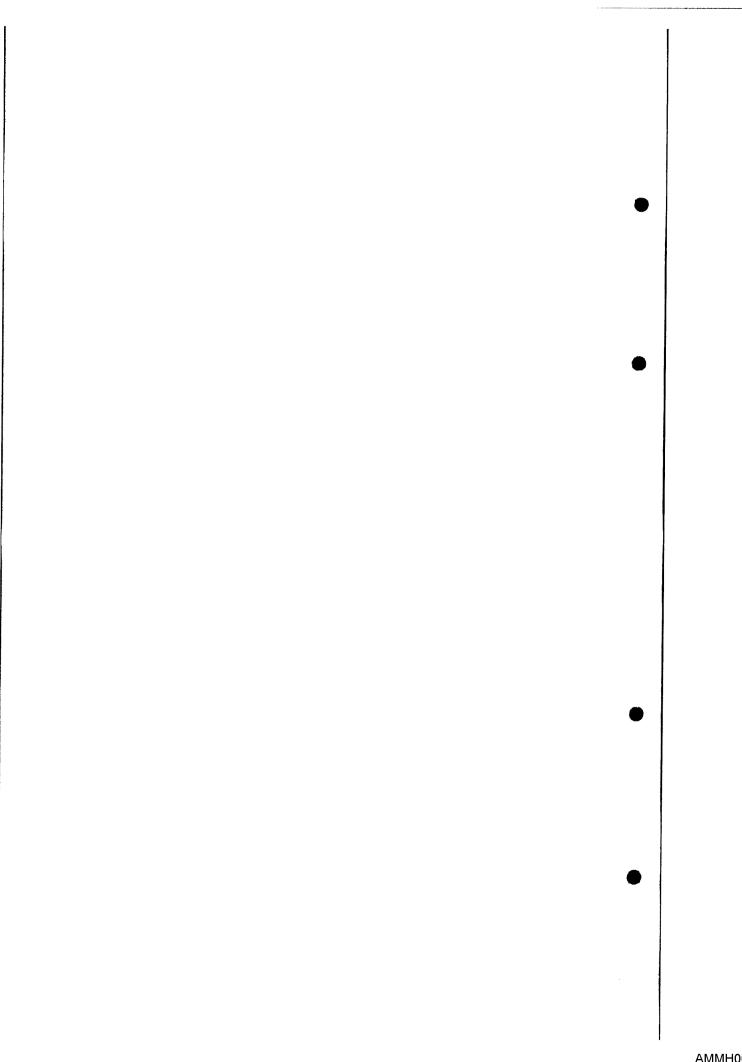
Project Number: M01048 Drawing File: Site Vicinity.skd Date Prepared: 5/15/03 Scale: 1"= 2,000 Feet

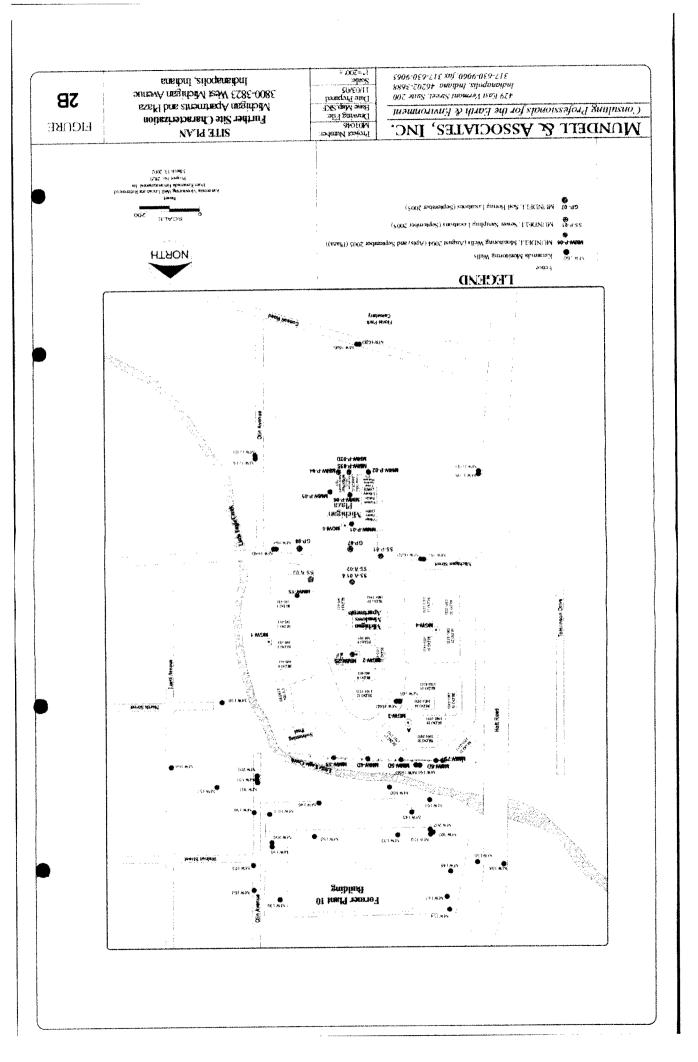
SITE VICINTY

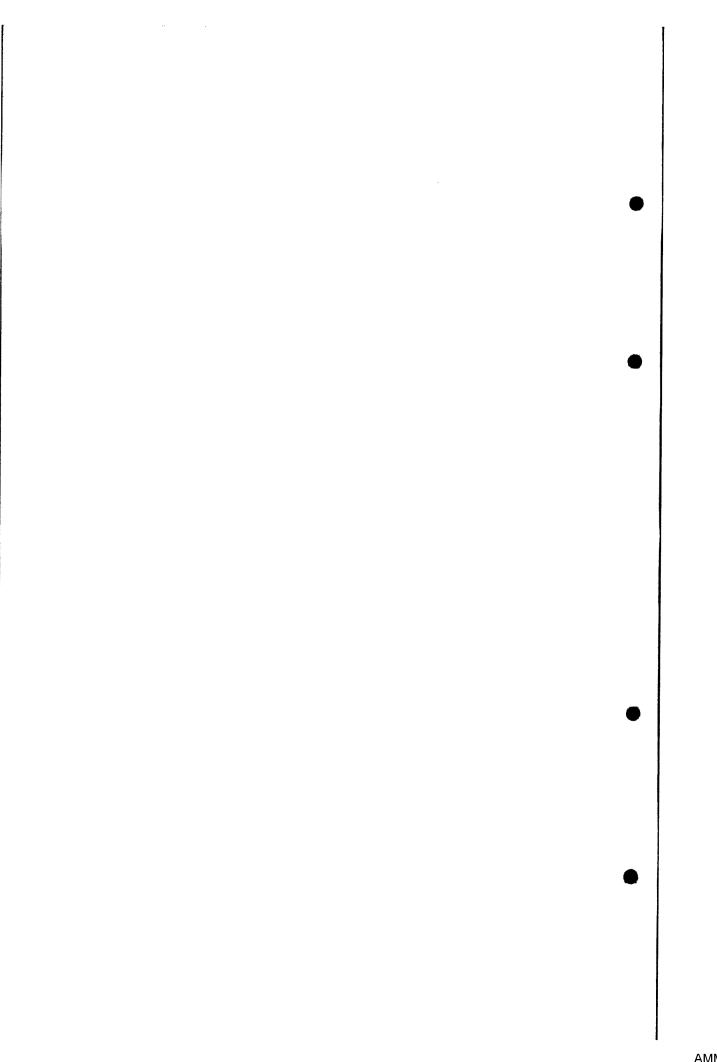
Michigan Plaza Further Site Characterization 3801-3823 West Michigan Avenue Indianapolis, Indiana **FIGURE**

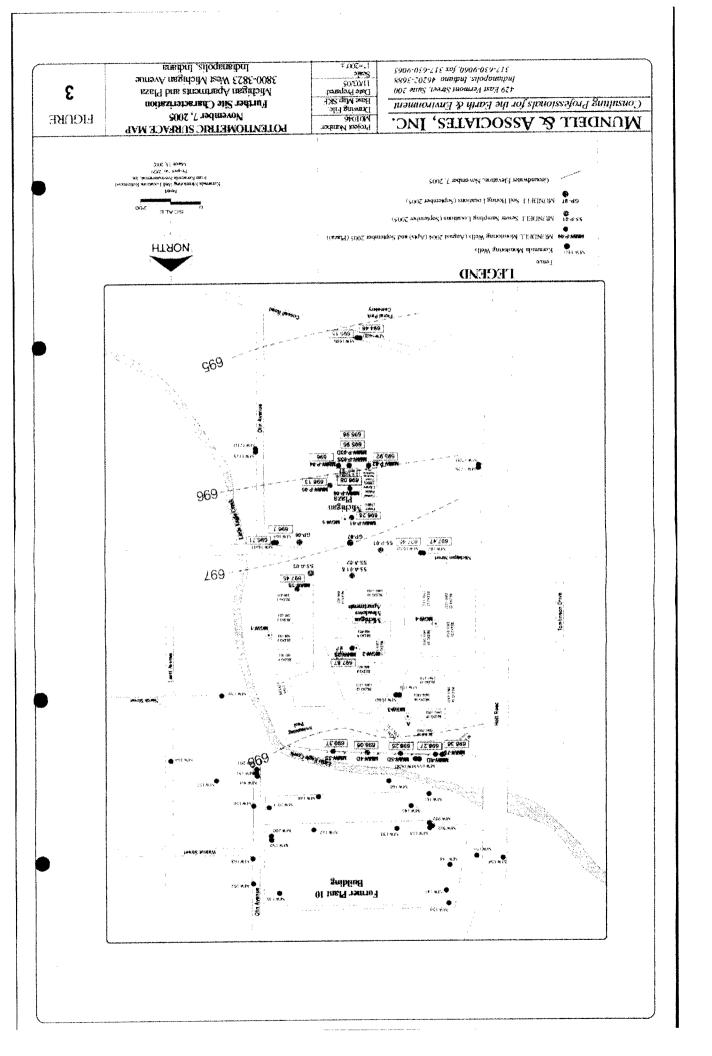
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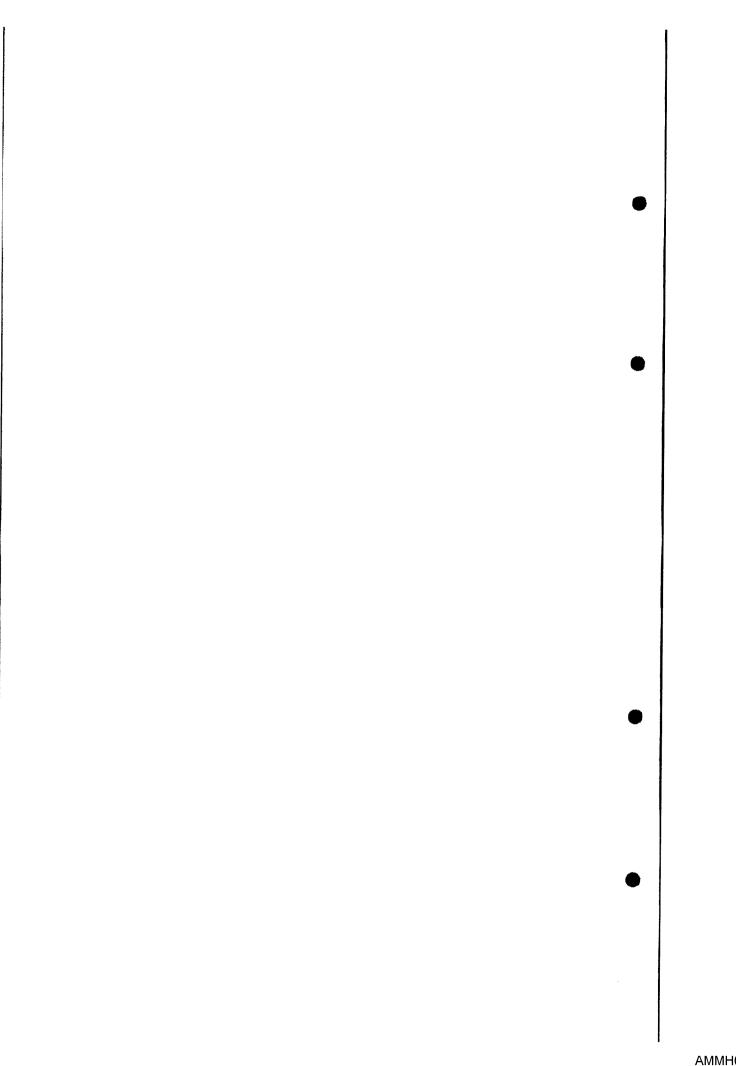


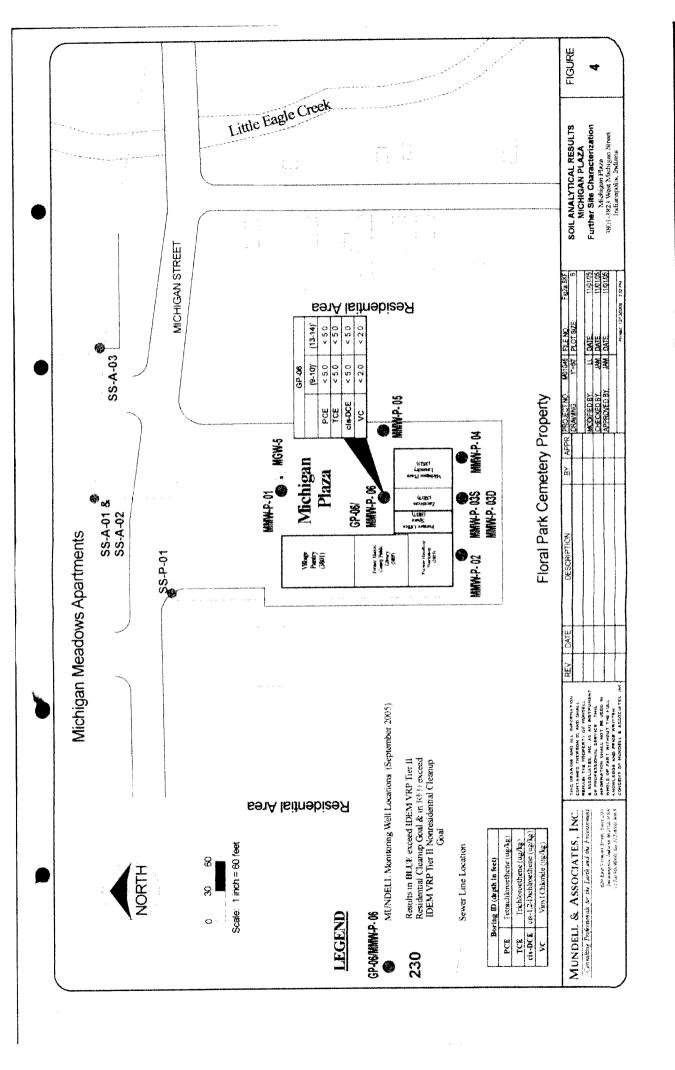


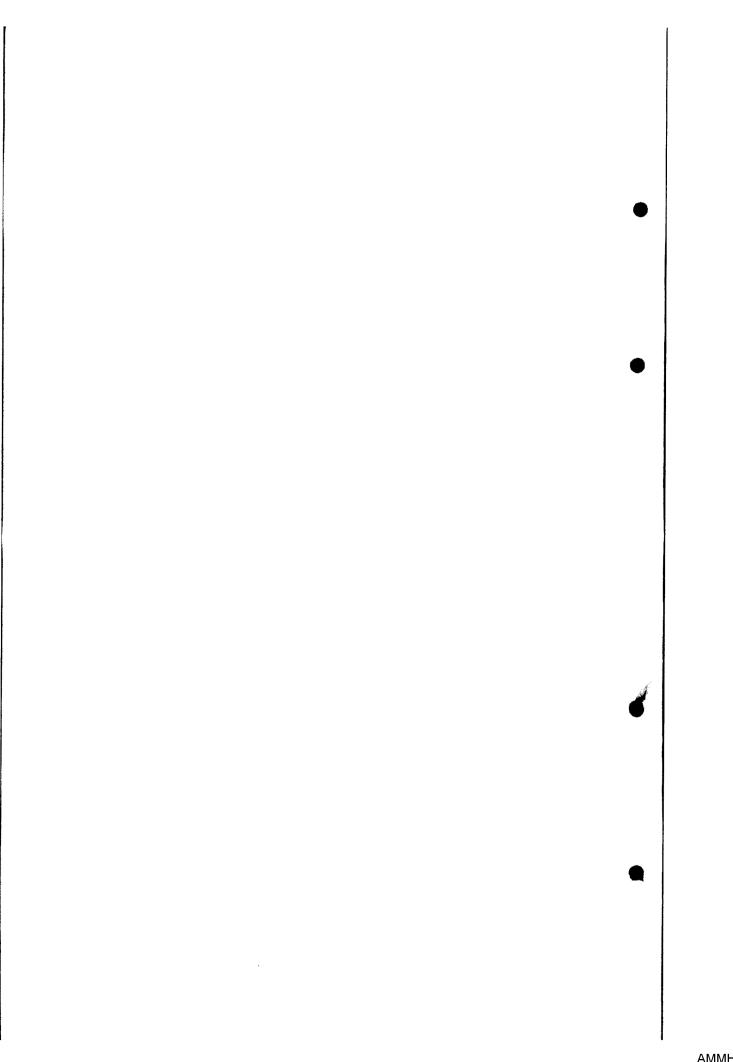


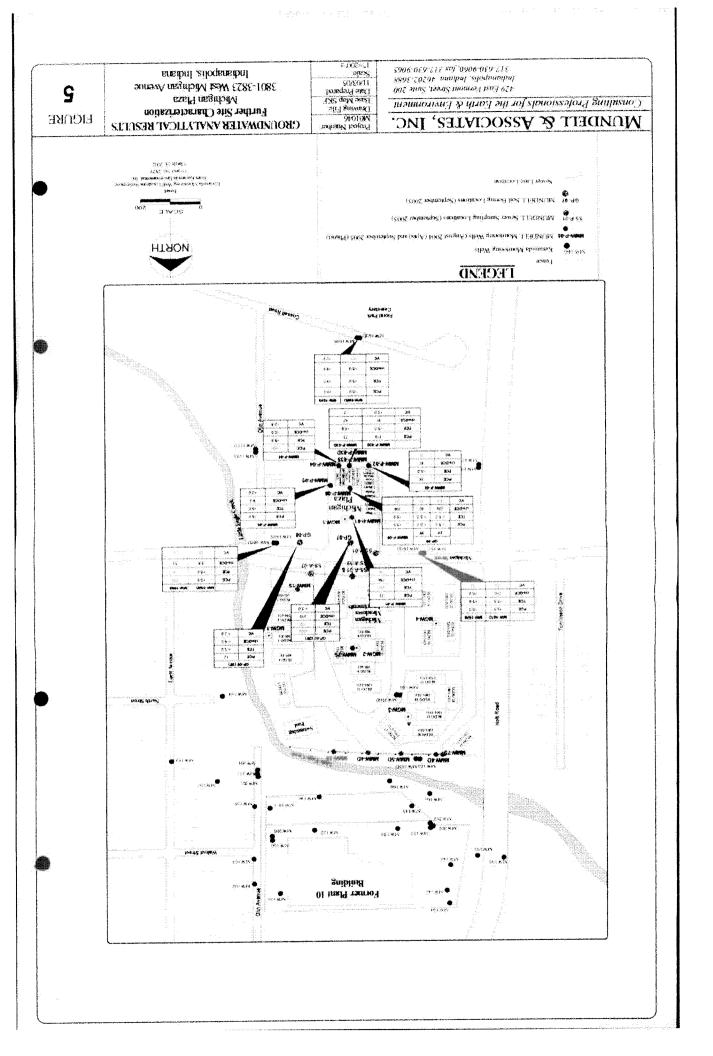


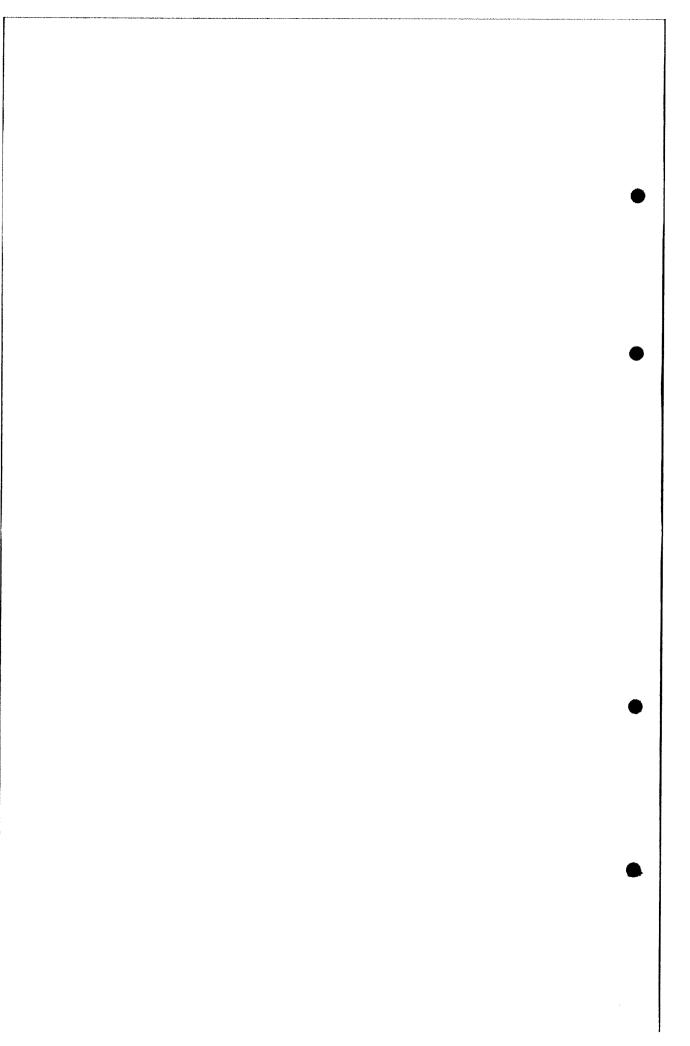


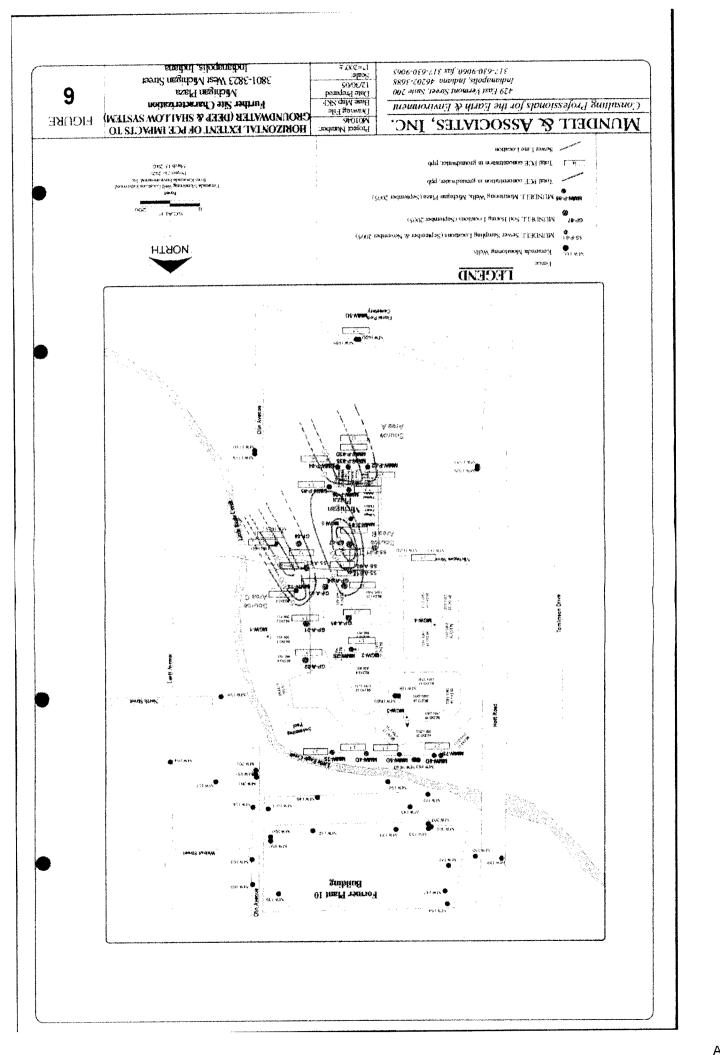


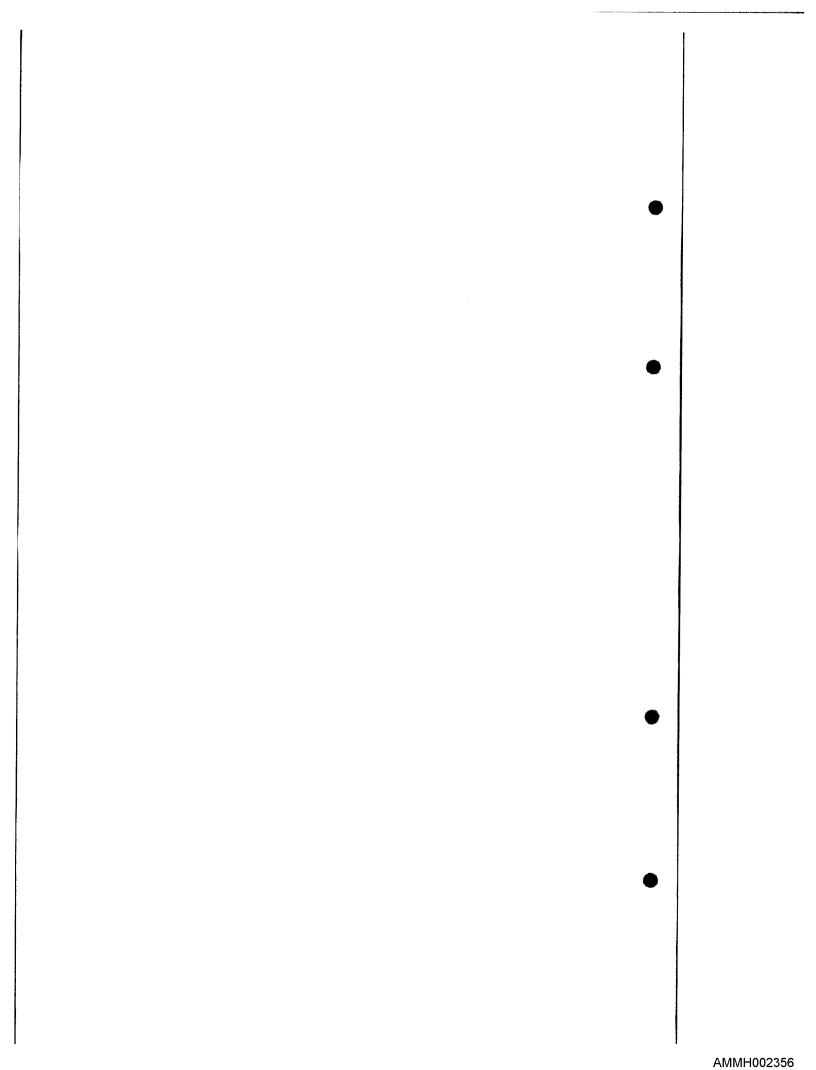


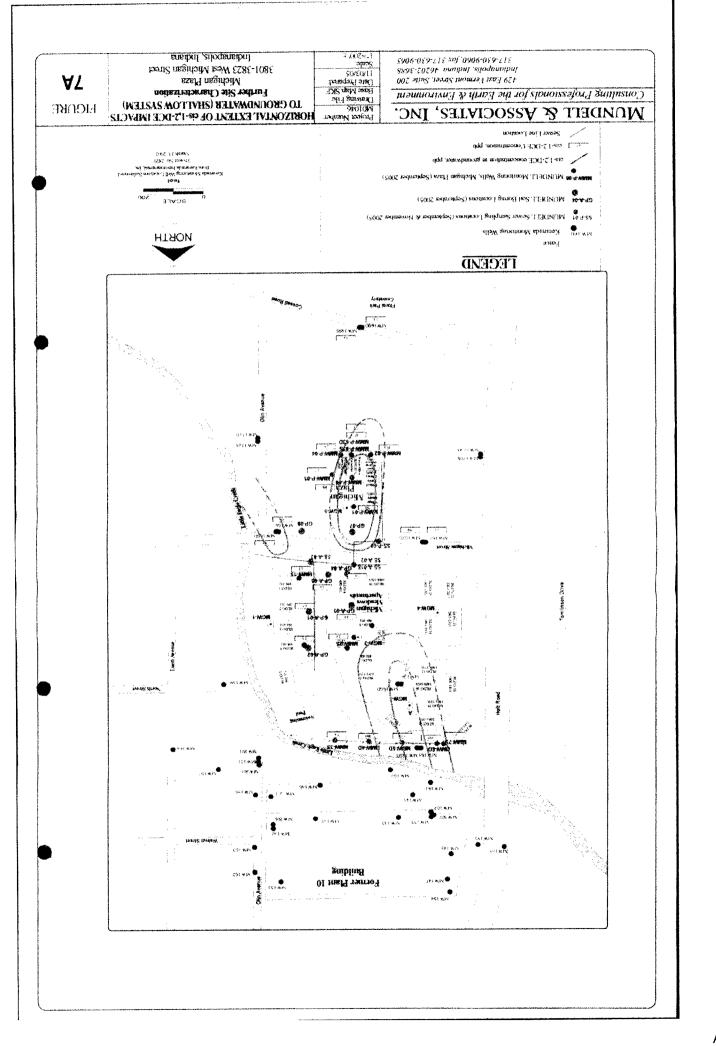


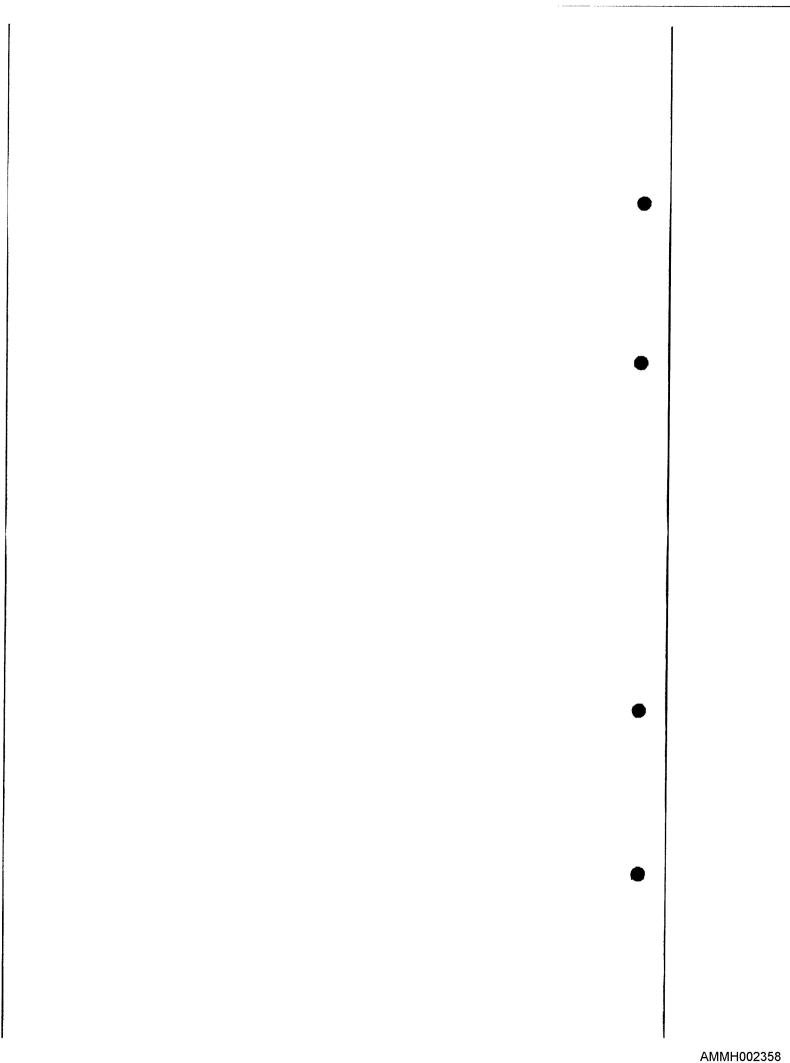


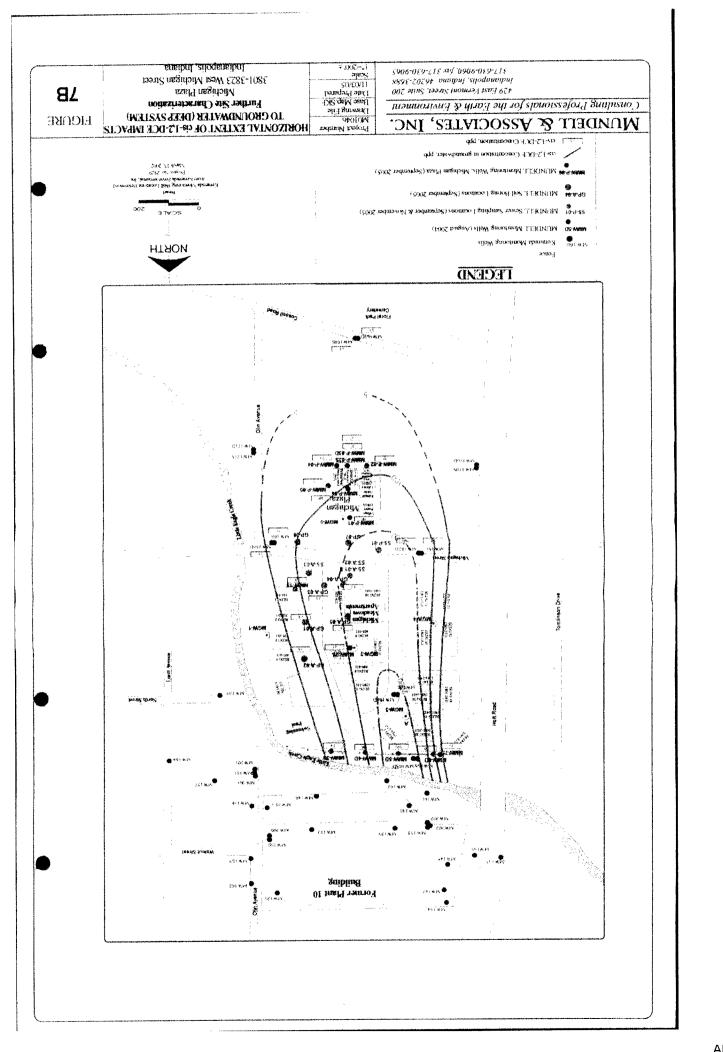


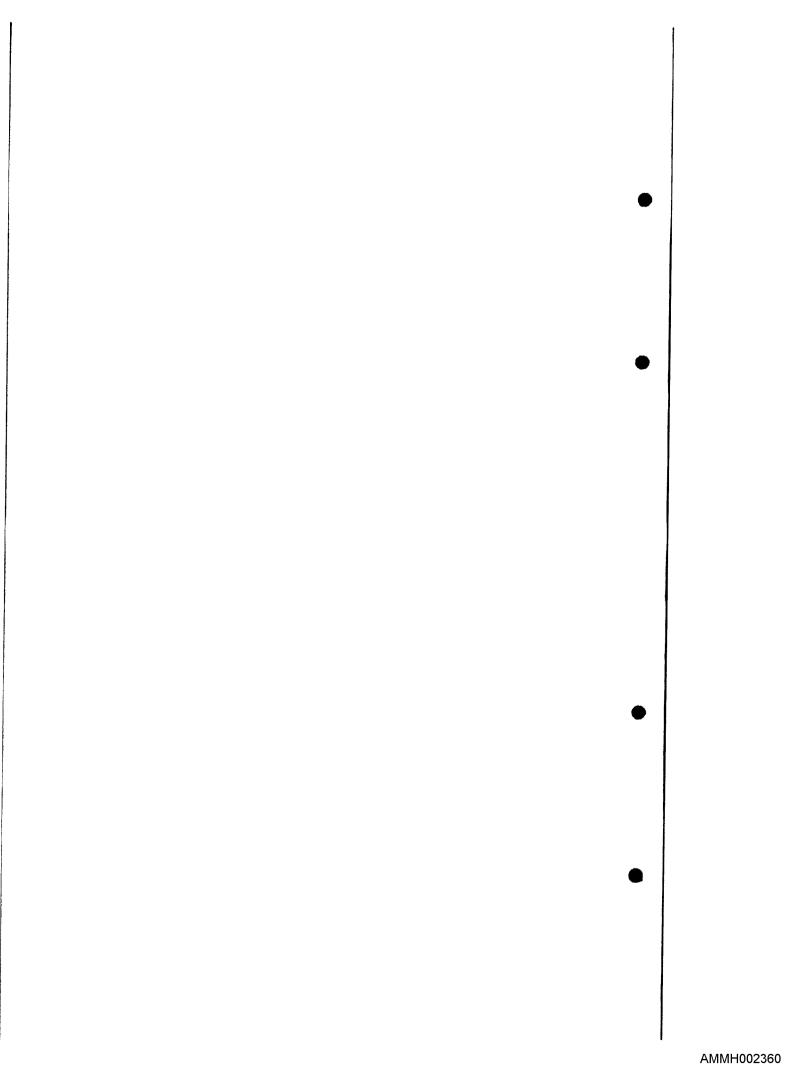


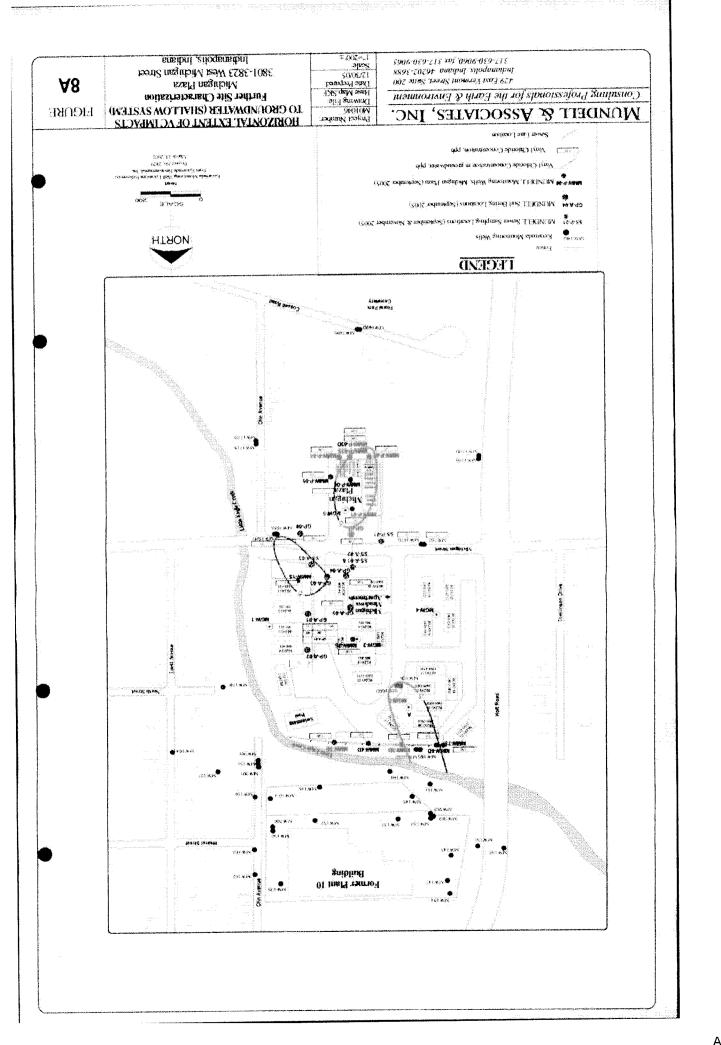


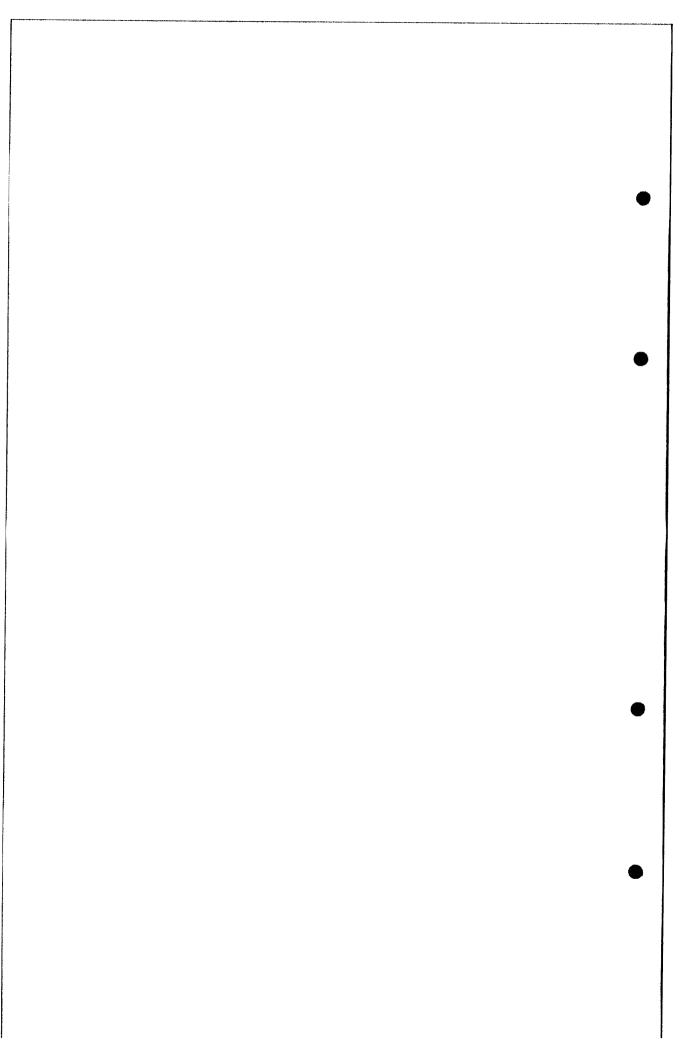


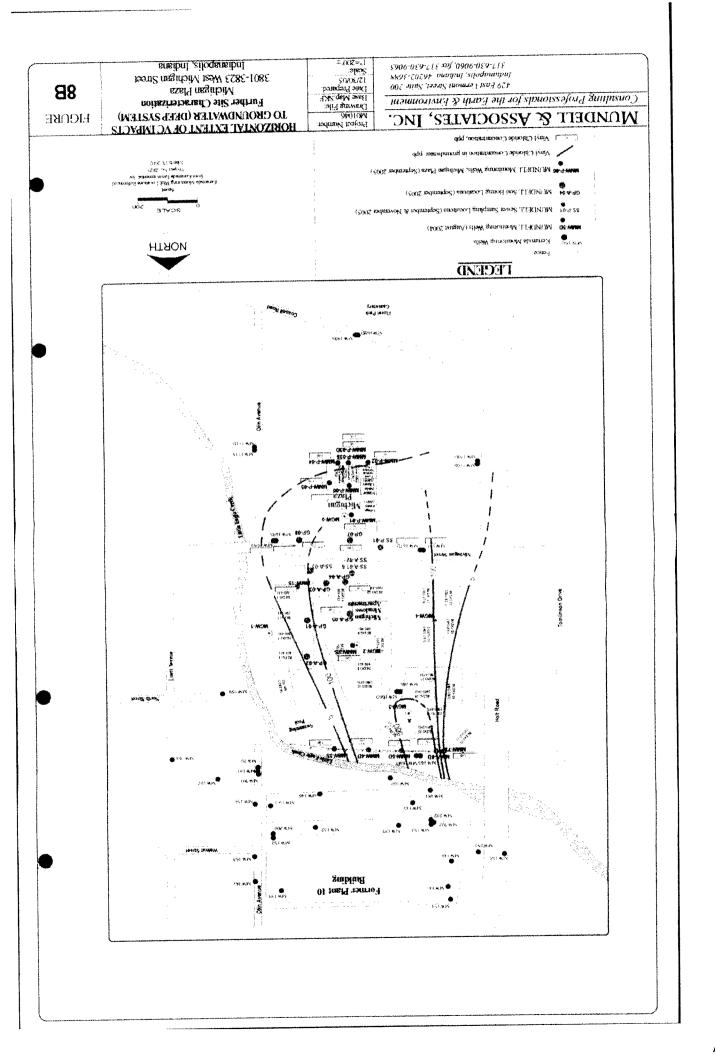


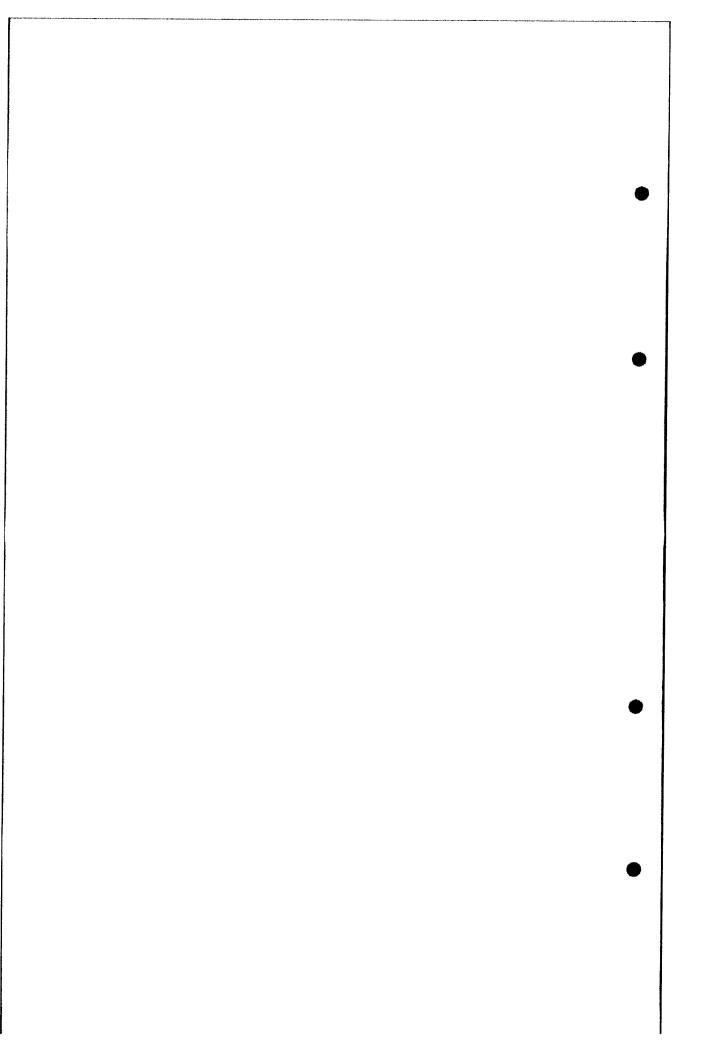


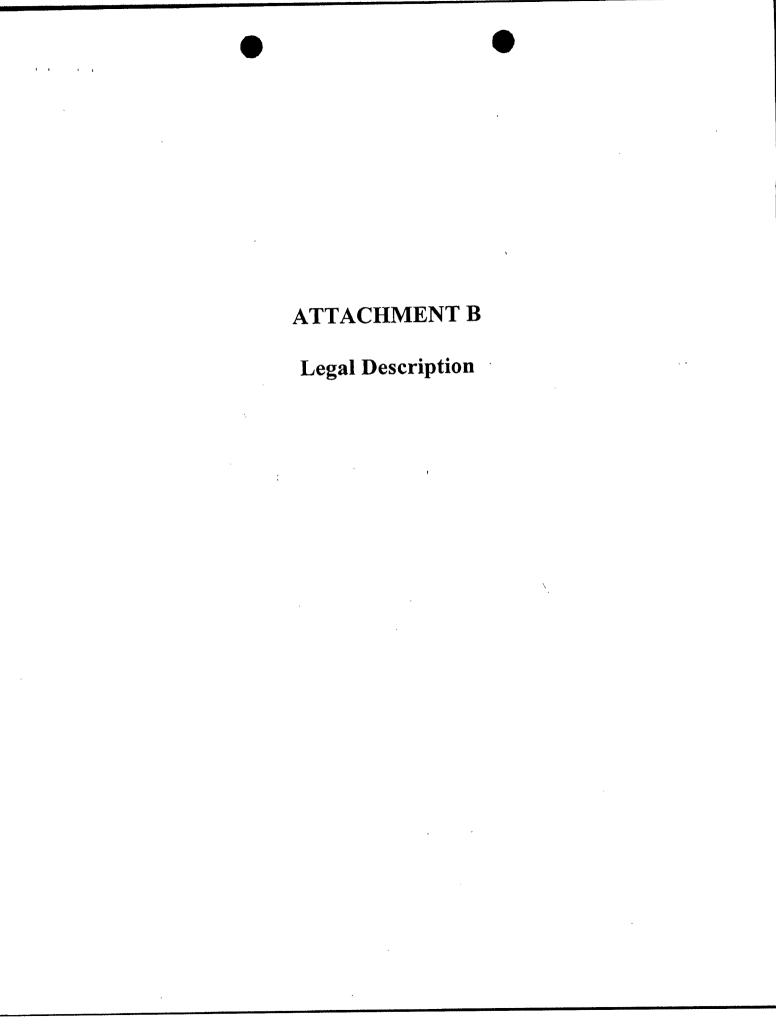












the South half of the Northwest quarter of Section 5, Township 15 North; Range 3 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, to-with

way per Instrument No. 73-9408; thence North 50 degrees 23 minutes 09 seconds West 73.70 feet; thence North 02 degrees 07 minutes 40 seconds West 253.04 feet; thence North 03 degrees 16 minutes 25 seconds East 197.87 feet leaving I.D.O.T. right-of-40 seconds West 180.00 feet leaving the I.D.O.T. right-cf-way per Instrument No. 73-9410 and continuing on I.D.O.T.right-of-East 35.05 feet; thence South 87 degrees 18 minutes 40 seconds West 79.00 feet; thence North 53 degrees 10 minutes 09 seconds line of said half quarter section; thence South 89 degrees 51 minutes 57 seconds Last leaving said I.D.O.T. right-of-way and (3) Terms and provisions east corner of the Northwest quarter of said section; thence North 90 degrees 00 minutes 00 seconds West 416.71 feet to the feet along the west line of the owner's land; thence South 53 degrees 10 minutes 09 seconds East 18.66 feet to the point of 's Estate Subdivision; thence South O degrees 29 minutes 20 seconds East 475.10 feet along the line between way per Instrument No. 73-9408 and continuing on I.D.O.T. right-of-way per Instrument No. 73-9410; thence North O2 degrees May 4, 1965 as Instrument #65-20404, (5) Terms and provisions of a power line easement 100 feet in width as described in degrees 41 minutes 34 seconds East 44.72 feet; thence North 05 degrees 13 minutes 43 seconds West 78.61 feet to the North as established by previous deeds, said point being North Ol degree 53 minutes 21 seconds East 735.11 feet from the south-(2) Terms and provisions of an Agreement for Construction of Sanitary Sewers more or less, and subject to all legal highways, rights-of-way and easements of record, including but not limited to the County, Indiana, described as follows: Commencing at the Northeast corner of said half quarter section; thence westerly A part of the South Half of the Northwest Quarter of Section 5, Township 15 North, Range 3 East, Marion Instr. #73-9410, #73-9408, this new description was written to void descrepancies along adjoining property lines between lot #1 and Lot #2 to the Northwest corner of the owner's land; thence South O degrees 29 minutes 20 seconds East 253.04 Beginning at the Northeast corner of said half quarter section; thence South Ol degree 53 minutes 21 seconds West beginning: thence North 87 degrees 18 minutes 40 seconds Bast 122.80 feet; thence South 0 degrees 29 minutes 20 seconds exceptions as follows: Tract 1 Instrument #71-53047, Tract 2 Instr. #64-29459, Tract 3 Instr. #65-26756 and exceptions 07 minutes 40 seconds East 40.00 feet; thence North 04 degrees 59 minutes 25 seconds East 120.15 feet; thence North 28 Instrument No. 73-9410; thence North 02 degrees 07 minutes 40 seconds East With the right-of-way of Project S.T.23-001 on and along the North line of said half quarter section 734.40 feet to the point of beginning, containing 13.69 acres, provisions of an Agreement for Construction of Sanitary Sewers Under Private Contract dated April, 15,1965 and recorded (assumed bearing) on and along the east line of said quarter section 812.95 feet to the centerline of Michigan Street Indianapolis, by instrument dated June 13,1977 and recorded June 14, 1977 as Instrument #77-35479, over the following following: (1) Perpetual Easement for the construction, operation and maintenance of a sever granted to the City of "A" 30.02 feet; thence North 84 degrees 21 minutes 42 seconds West 100.50 feet; thence South 89 degrees 55 minutes The above described land is the same as or lies entirely within the recorded descriptions and 754-38 feet along the North line of said half-quarter section to a point being the corner between Lot #1 and #2 of Indianapolis Department of Transportation (I.D.O.T.) right-of-way as per project S.T. 23-001 "A" and recorded in (4) of a Sever Service Agreement dated February 1, 1965 and recorded March 5, 1965 as Instrument #55-10300. Under Private Contract dated February 1, 1965 and recorded March 5, 1965 as Instrument 165-10299. West 55.04 feet to the point of beginning. property lines between Tracts 1 and 2. Instrument #44555. described:land: Zedock Tomlinson

OHN L. COX 4 A FEROCINA

Certified to: Paul D. Somers, Marsh Surermarkets, Inc.
Gary Stanley, Regency Mindsor Management
Simmons and Associates

The attached drawing represents a survey of real estate described as follows:

Part of Lot 8 in the Zadok Tomlinson Estate Partition of the South half of the Northwest 1/4 of Section 5, Township 15 North of Range 3 East, described as follows:

Beginning in the center of Michigan Street at a point 736-88/100 feet North of the South line and 353-82/100 feet West of the East line of said quarter Section, and said Lot 8 and running East with the center line of said Nichigan Street 117-94/100 feet, thence South 368-16/100 feet to a point 236-78/100 feet West of the East line of said Lot 8, thence West 118-39/100 feet to a point 368-44/100 feet North of the South line of said Lot 8; thence North 368-44/100 feet to the beginning, containing one acre, more or less.

A parcel of ground in the south half of the northwest quarter of Section 5, in Township 15 North, of Range 3 East, in Marion County, Indiana, same being a portion of Lot 8 in the Subdivision of the said half quarter section aforesaid made by Commissioners in the partition of the Estate of Zadock Tomlinson, deceased, the plat of which is recorded in Land Record ZZ at page 147, in the office of the Recorder of Marion County, Indiana, such portion of said Lot 8 being more particularly described as follows, to-wit:

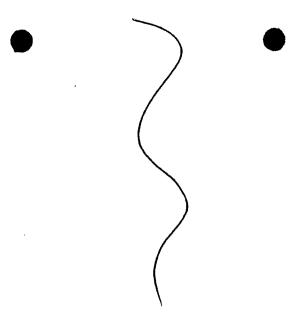
Beginning at a point in the center line of Michigan Street, a distance of 353.83 feet west and 737.88 feet north-of the southeast corner of the northwest quarter of said Section 5; thence west in and along the center of Michigan Street, a distance of 64.88 feet to a point; thence south parallel to the east line, a distance of 368.58 feet to a point; thence east parallel to the north line a distance of 65.78 feet to a point; thence north parallel to the east line a distance of 368.44 feet to the place of beginning, containing in all 0.55 acres, more or less.

Corners were established and improvements were located as shown hereon.

Certified this 12th day of January, 1985 Site Line, Inc.

John H. Silnes Reg. L.S. #80304 State of Indiana

Conchrark-USC & CSVN-50 Top of rivit head cabedded in concrete at the East end of the North handrail of the Nichigan Street bridge over Little Eagle Creek. Elevation 712.29



ATTACHMENT C

UTM Co-ordinates



The EDR Radius Map with GeoCheck®

Michigan Plaza Shopping Center 3800/3801-3823 W Michigan St Indianapolis, IN 46222

Inquiry Number: 01073238.4r

October 29, 2003

The Source For Environmental Risk Management Data

3530 Post Road Southport, Connecticut 06890

Nationwide Customer Service

Telephone: 1-800-352-0050 Fax: 1-800-231-6802 Internet: www.edrnet.com

FORM-ROD

EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc. (EDR). The report meets the government records search requirements of ASTM Standard Practice for Environmental Site Assessments, E 1527-00. Search distances are per ASTM standard or custom distances requested by the user.

TARGET PROPERTY INFORMATION

ADDRESS

3800/3801-3823 W MICHIGAN ST INDIANAPOLIS, IN 46222

COORDINATES

Latitude (North):

39.773580 - 39' 46' 24.9"

Longitude (West):

86.226390 - 86' 13' 35.0"

Universal Tranverse Mercator: Zone 16

Zone 16

UTM X (Meters): UTM Y (Meters): 566254.8 4402704.0

Elevation:

715 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property:

2439086-G2 INDIANAPOLIS WEST, IN

Source:

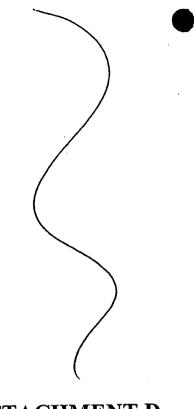
USGS 7.5 min quad index

TARGET PROPERTY SEARCH RESULTS

The target property was identified in the following government records. For more information on this property see page 6 of the attached EDR Radius Map report:

Site	Database(s)	EPA ID
COCA COLA BOTTLING 3800 W MICHIGAN INDIANAPOLIS, IN 0	LUST UST	N/A
3800 WEST MICHIGAN STREET 3800 WEST MICHIGAN STREET INDIANAPOLIS, IN 0	IN Spills	N/A
ACCENT CLEANERS 3819 W MICHIGAN ST INDIANAPOLIS, IN 46222	RCRIS-SQG FINDS	IND133360693
MICHIGAN APARTMENTS 3800 W MICHIGAN ST INDIANAPOLIS, IN 46222	FINDS	110012129678

TC01073238.4r EXECUTIVE SUMMARY 1



ATTACHMENT D

Bibliography

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